#### **Connell Foley LLP**

One Newark Center 1085 Raymond Boulevard Nineteenth Floor Newark, New Jersey 07102 (973) 436-5800 Attorneys for Plaintiff, Travelodge Hotels, Inc.

## UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

TRAVELODGE HOTELS, INC., a Delaware Corporation,

Plaintiff, : Civil Action No. 18-

v. COMPLAINT

SURAJHIRA, LLC, a South Carolina Limited Liability Company; and DARSHIL PATEL, an individual,

Defendants.

Plaintiff Travelodge Hotels, Inc., by its attorneys, Connell Foley LLP, complaining of defendants, Surajhira, LLC, and Darshil Patel, says:

#### PARTIES, JURISDICTION AND VENUE

- 1. Plaintiff Travelodge Hotels, Inc. ("THI") is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in Parsippany, New Jersey.
- 2. Defendant Surajhira, LLC ("Surajhira"), on information and belief, is a limited liability company organized and existing under the laws of the State of South Carolina, with its principal place of business at 15 Wammock Court, Brunswick, Georgia 31523.

- 3. Defendant Darshil Patel ("Patel"), on information and belief, is a member of Surajhira and a citizen of the State of Georgia, having an address at 15 Wammock Court, Brunswick, Georgia 31523.
  - 4. Upon information and belief, Patel is the only constituent member of Surajhira.
- 5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 inasmuch as the plaintiff and both defendants are citizens of different states and the amount in controversy in this matter, exclusive of interest and costs, exceeds the sum of \$75,000.
- 6. This Court has personal jurisdiction over Surajhira by virtue of, among other things, section 17.6.3 of the December 30, 2016 franchise agreement by and between Surajhira and THI (the "Franchise Agreement"), described in more detail below, pursuant to which Surajhira has consented "to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey . . . ."
- 7. This Court has personal jurisdiction over Patel by virtue of, among other things, the terms of a Guaranty (the "Guaranty"), described in more detail below, pursuant to which Patel acknowledged that he was personally bound by section 17 of the Franchise Agreement.
- 8. Venue is proper in this District pursuant to section 17.6.3 of the Franchise Agreement, inasmuch as that provision contains an express waiver by Surajhira of any objection to venue in this District.

#### ALLEGATIONS COMMON TO ALL COUNTS

#### The Agreements Between The Parties

9. On or about December 30, 2016, THI entered into the Franchise Agreement with Surajhira for the operation of a 49-room Travelodge® guest lodging facility located at 15

Wammock Court, Brunswick, Georgia 31523, designated as Site No. 25633-04620-04 (the "Facility"). A true copy of the Franchise Agreement is attached hereto as Exhibit A.

- 10. Pursuant to section 5 of the Franchise Agreement, Surajhira was obligated to operate a Travelodge<sup>®</sup> guest lodging facility for a fifteen-year term.
- 11. Pursuant to section 3.2 of the Franchise Agreement, Surajhira was required to operate and maintain the Facility continuously on a year-round basis as required by "System Standards" and offer transient guest lodging and other related services of the Facility to the public in compliance with all federal, state, and local laws, regulations, and ordinances, and System Standards.
- 12. Pursuant to section 3.2 of the Franchise Agreement, Surajhira agreed to keep the Facility in a clean, neat, and sanitary condition.
- 13. Pursuant to section 7, section 18.1, and Schedule C of the Franchise Agreement, Surajhira was required to make certain periodic payments to THI for royalties, system assessments, taxes, interest, reservation system user fees, annual conference fees, and other fees (collectively, "Recurring Fees").
- 14. Pursuant to section 7.3 of the Franchise Agreement, Surajhira agreed that interest is payable "on any past due amount payable to [THI] under this [Franchise] Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid."
- 15. Pursuant to section 3.6 of the Franchise Agreement, Surajhira was required to prepare and submit monthly reports to THI disclosing, among other things, the amount of gross room revenue earned by Surajhira at the Facility in the preceding month for purposes of establishing the amount of royalties and other Recurring Fees due to THI.

- 16. Pursuant to section 3.6 of the Franchise Agreement, Surajhira agreed to maintain at the Facility accurate financial information, including books, records, and accounts, relating to the gross room revenue of the Facility and, pursuant to sections 3.6 and 4.8 of the Franchise Agreement, Surajhira agreed to allow THI to examine, audit, and make copies of the entries in these books, records, and accounts.
- 17. Pursuant to section 11.2 of the Franchise Agreement, THI could terminate the Franchise Agreement, with notice to Surajhira, for various reasons, including Surajhira's (a) failure to pay any amount due THI under the Franchise Agreement, (b) failure to remedy any other default of its obligations or warranties under the Franchise Agreement within 30 days after receipt of written notice from THI specifying one or more defaults under the Franchise Agreement; and/or (c) receipt of two or more notices of default under the Franchise Agreement in any one year period, whether or not the defaults were cured.
- 18. Pursuant to section 12.1 of the Franchise Agreement, Surajhira agreed that, in the event of a termination of the Franchise Agreement pursuant to section 11.2, it would pay liquidated damages to THI in accordance with a formula specified in the Franchise Agreement.
- 19. Pursuant to section 17.4 of the Franchise Agreement, Surajhira agreed that the non-prevailing party would "pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this [Franchise] Agreement or collect amounts owed under this [Franchise] Agreement."
- 20. Effective as of the date of the Franchise Agreement, Patel provided THI with a Guaranty of Surajhira's obligations under the Franchise Agreement. A true copy of the Guaranty is attached hereto as Exhibit B.

- 21. Pursuant to the terms of the Guaranty, Patel agreed, among other things, that upon a default under the Franchise Agreement, he would "immediately make each payment and perform or cause [Surajhira] to perform, each unpaid or unperformed obligation of [Surajhira] under the [Franchise] Agreement."
- 22. Pursuant to the terms of the Guaranty, Patel agreed to pay the costs, including reasonable attorneys' fees, incurred by THI in enforcing its rights or remedies under the Guaranty or the Franchise Agreement.

#### The Defendants' Defaults and Termination

- 23. By letter dated August 9, 2017, a true copy of which is attached hereto as Exhibit C, THI advised Surajhira that (a) it was in breach of the Franchise Agreement because the Facility was in violation of numerous health code provisions, (b) it had 30 days within which to cure this operational default, and (c) if the default was not cured, the Franchise Agreement might be subject to termination.
- 24. By letter dated August 17, 2017, a true copy of which is attached hereto as Exhibit D, THI advised Surajhira that (a) it was in breach of the Franchise Agreement because it owed to THI approximately \$52,580.62 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, the Franchise Agreement might be subject to termination.
- 25. By letter dated November 3, 2017, a true copy of which is attached hereto as Exhibit E, THI advised Surajhira that (a) it remained in breach of the Franchise Agreement because the Facility was still in violation of numerous health code provisions, (b) it had 30 days within which to cure this operational default, and (c) if the default was not cured, the Franchise Agreement might be subject to termination.

- 26. By letter dated November 9, 2017, a true copy of which is attached hereto as Exhibit F, THI advised Surajhira that (a) it remained in breach of the Franchise Agreement because it owed to THI approximately \$62,880.45 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, the Franchise Agreement might be subject to termination.
- 27. By letter dated February 9, 2018, a true copy of which is attached hereto as Exhibit G, THI advised Surajhira that (a) it remained in breach of the Franchise Agreement because it owed to THI approximately \$72,925.40 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, the Franchise Agreement might be subject to termination.
- 28. By letter dated March 13, 2018, a true copy of which is attached as Exhibit H, THI terminated the Franchise Agreement, effective March 13, 2018, and advised Surajhira that it was required to pay to THI as liquidated damages for premature termination the sum of \$98,000.00 as required under the Franchise Agreement, and all outstanding Recurring Fees through the date of termination.

#### FIRST COUNT

- 29. THI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 28 of the Complaint.
- 30. Pursuant to sections 3.6 and 4.8 of the Franchise Agreement, Surajhira agreed to allow THI to examine, audit, and make copies of Surajhira's financial information, including books, records, and accounts, relating to the gross room revenue earned at the Facility.

- 31. The calculation of the monetary amounts sought by THI in this action is based on the gross room revenue information supplied to THI by Surajhira and, to the extent there has been non-reporting, THI's estimate as to the gross room revenue earned by Surajhira.
- 32. The accuracy of this estimate cannot be ascertained without an accounting of the receipts and disbursements, profit and loss statements, and other financial materials, statements and books from Surajhira.

WHEREFORE, THI demands judgment ordering that Surajhira account to THI for any and all revenue derived as a result of marketing, promoting, or selling guest lodging services at the Facility from the inception through the date of termination of the Franchise Agreement.

#### SECOND COUNT

- 33. THI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 32 of the Complaint.
- 34. On or about March 13, 2018, THI terminated the Franchise Agreement, effective March 13, 2018, due to Surajhira's failure to meet its financial and operational obligations under the Franchise Agreement.
- 35. Section 12.1 of the Franchise Agreement provides that, in the event of termination of the Franchise Agreement due to action of the Franchisee, Surajhira shall pay liquidated damages to THI within 30 days of termination.
- 36. As a result of the termination of the Franchise Agreement, Surajhira is obligated to pay THI liquidated damages in the amount of \$98,000.00, as calculated pursuant to section 12.1 of the Franchise Agreement.
- 37. Notwithstanding THI's demand for payment, Surajhira has failed to pay THI the liquidated damages as required in section 12.1 of the Franchise Agreement.

38. THI has been damaged by Surajhira's failure to pay liquidated damages.

WHEREFORE, THI demands judgment against Surajhira for liquidated damages in the amount of \$98,000.00, together with interest, attorneys' fees, and costs of suit.

#### THIRD COUNT

- 39. THI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 38 of the Complaint.
- 40. By virtue of the premature termination of the Franchise Agreement, THI sustained a loss of future revenue over the remainder of the fifteen-year term of the Franchise Agreement.
- 41. If the Court determines that Surajhira is not liable to pay THI liquidated damages as required by section 12.1 of the Franchise Agreement then, in the alternative, Surajhira is liable to THI for actual damages for the premature termination of the Franchise Agreement.
- 42. THI has been damaged by Surajhira's breach of its obligation to operate a Travelodge® guest lodging facility for the remaining term of the Franchise Agreement.

WHEREFORE, THI demands judgment against Surajhira for actual damages in an amount to be determined at trial, together with interest, attorneys' fees, and costs of suit.

#### FOURTH COUNT

- 43. THI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 42 of the Complaint.
- 44. Pursuant to section 7, schedule 18.1, and Schedule C of the Franchise Agreement, Surajhira was obligated to remit Recurring Fees to THI.
- 45. Despite its obligation to do so, Surajhira failed to remit certain of the Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$80,544.30.

46. Surajhira's failure to remit the agreed Recurring Fees constitutes a breach of the Franchise Agreement and has damaged THI.

WHEREFORE, THI demands judgment against Surajhira for the Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$80,544.30, together with interest, attorneys' fees, and costs of suit.

#### **FIFTH COUNT**

- 47. THI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 46 of the Complaint.
- 48. At the time of the termination of the Franchise Agreement, Surajhira was obligated to pay Recurring Fees.
- 49. Despite its obligation to do so, Surajhira failed to pay certain of the Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$80,544.30.
- 50. Surajhira's failure to compensate THI constitutes unjust enrichment and has damaged THI.

WHEREFORE, THI demands judgment against Surajhira for the Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$80,544.30, together with interest, attorneys' fees, and costs of suit.

#### SIXTH COUNT

- 51. THI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 50 of the Complaint.
- 52. Pursuant to the terms of the Guaranty, Patel agreed, among other things, that upon a default under the Franchise Agreement, he would immediately make each payment and perform each obligation required of Surajhira under the Franchise Agreement.

- 53. Despite his obligation to do so, Patel has failed to make any payments or perform or cause Surajhira to perform each obligation required under the Franchise Agreement.
- 54. Pursuant to the Guaranty, Patel is liable to THI for Surajhira's liquidated damages in the amount of \$98,000.00, or actual damages in an amount to be determined at trial, and Surajhira's Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$80,544.30.

WHEREFORE, THI demands judgment against Patel for damages in the amount of all liquidated damages, or actual damages, and Recurring Fees due and owing under the Franchise Agreement, together with interest, attorneys' fees, and costs of suit.

Connell Foley LLP Attorneys for Plaintiff, Travelodge Hotels, Inc.

Bryan P. Couch

Dated: 6 12 18

#### <u>CERTIFICATION PURSUANT TO L. CIV. R. 11.2</u>

I certify that, to the best of my knowledge, this matter is not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding.

Connell Foley LLP Attorneys for Plaintiff, Travelodge Hotels, Inc.

Bryan P. Couch

Dated: 6 12 18

# **EXHIBIT** A

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Location: Brunswick, GA Entity No.: 04620-04 Unit No.: 25633

### TRAVELODGE HOTELS, INC. FRANCHISE AGREEMENT

THIS Franchise AGREEMENT ("Agreement"), dated <u>pecember 30</u>, 20<u>16</u> is between TRAVELODGE HOTELS, INC., a Delaware corporation ("we", "our" or "us"), and SURAJHIRA, LLC, a ("you"). The definitions of capitalized terms are found in Appendix A. In consideration of the following mutual promises, the parties agree as follows:

- 1. Franchise. We have the exclusive right to franchise to you the distinctive "Travelodge" System for providing transient guest lodging services. We grant to you and you accept the Franchise, effective and beginning on the Opening Date and ending on the carliest to occur of the Term's expiration or a Termination. The Franchise is effective only at the Location and may not be transferred or relocated. You will call the Facility a "Travelodge Inn". You may adopt additional or secondary designations for the Facility with our prior written consent, which we may withhold, condition, or withdraw on written notice in our sole discretion. You shall not affiliate or identify the Facility with another franchise system, reservation system, brand, cooperative or registered mark during the Term.
- 2. Protected Territory. We will not own, operate, lease, manage, franchise or license any party but you to operate a Chain Facility in the "Protected Territory", defined below, while this Agreement is in effect. We may own, operate, lease, manage, franchise or license anyone to operate any Chain Facility located anywhere outside the Protected Territory without any restriction or obligation to you. We may grant Protected Territories for other Chain Facilities that overlap your Protected Territory. While this Agreement is in effect, neither you nor your officers, directors, general partners or owners of 25% or more of your Equity Interests, may own, operate, lease, manage or franchise (i) any guest lodging facility other than the Facility in the Protected Territory unless we or our affiliate franchises or licenses the facility, and/or (ii) any time share resort, vacation club, residence club, fractional ownership residence, condominium/apartment leasing or rental business, or the like, for any facility or business that shares directly or indirectly, common areas, amenities, recreation facilities, services, supplies or support activities with the Facility. You will use any information obtained through the Reservation System to refer guests, directly or indirectly, only to Chain Facilities. This Section does not apply to any Chain Facility located in the Protected Territory on the Effective Date, which we may renew, relicense, allow to expand, or replace with a replacement Facility located within the same trading area having not more than 120% of the guest rooms of the replaced Chain Facility if its franchise with us terminates or is not renewed. You acknowledge that the Protected Territory fairly represents the Facility's trading area, and that there are no express or implied territorial rights or agreements between the parties except as stated in this Section. You irrevocably waive any right to seek or obtain the benefits of any policy we now follow or may in the future follow to notify you about proposed Chain Facilities in the general area of the Facility, solicit information about the effect of the proposed Chain Facility on the revenue or occupancy of the Facility or decide whether to add the proposed Chain Facility to

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the Chain based on the potential effect of the proposed Chain Facility on the Facility or its performance. You further acknowledge and agree that notwithstanding the foregoing, we may operate, lease, manage, or license any other party to operate a Chain Facility in the Protected Territory beginning (i) six months prior to the expiration of this Agreement, or (ii) as of the date that a date for the premature termination of this Agreement has been confirmed in writing by us. The covenants in this Section are mutually dependent; if you breach this Section, your Protected Territory will be the Location only. The Protected Territory means all the area within a circle created by a three (3) mile radius whose center point is the front door of the Facility.

#### 3. Your Improvement and Operating Obligations.

- 3.1 **Pre-Opening Improvements.** You must select, acquire, construct and/or renovate the Facility as provided in Schedule D.
- 3.2 Operation. You will operate and maintain the Facility continuously after the Opening Date on a year-round basis as required by System Standards and offer transient guest lodging and other related services of the Facility (including those specified on Schedule B) to the public in compliance with all federal, state and local laws, regulations and ordinances as well as System Standards. You will keep the Facility in a clean, neat, and sanitary condition. You will clean, repair, replace, renovate, refurbish, paint, and redecorate the Facility and its FF&E as and when needed to comply with System Standards. The Facility will be managed by either a management company or an individual manager with significant training and experience in general management of similar lodging facilities. The Facility will accept payment from guests by all credit and debit cards we designate in the System Standards Manual. The Facility will follow standard industry practices for safeguarding cardholder information, applicable laws and regulations, and such other requirements as we may include in the System Standards Manual or as we may otherwise communicate from time to time for such purpose. You may add to or discontinue the amenities. services and facilities described in Schedule B, or lease or subcontract any service or portion of the Facility, only with our prior written consent which we will not unreasonably withhold or delay. Your front desk operation, telephone system, parking lot, swimming pool and other guest service facilities may not be shared with or used by guests of another lodging or housing facility. You acknowledge that any breach of System Standards for the Facility, its guest amenities, and your guest service performance is a material breach of this Agreement. Upon our reasonable request, you will provide us with then-current copies of the documents evidencing your ownership of, or right to possess, the Facility and/or the real property upon which the Facility is located, and a complete and accurate list of all of your owners and their Equity Interests.
- 3.3 Training. You (or a person with executive authority if you are an entity) and the Facility's general manager (or other representative who exercises day to day operational authority) will attend the training programs described in Section 4.1 we designate as mandatory for franchisees and general managers, respectively. You will train or cause the training of all Facility personnel as and when required by System Standards and this Agreement. You will pay for all travel, lodging, meals and compensation expenses of the people you send for training programs, the cost of training materials and other reasonable charges we may impose for training under Section 4.1, and all travel, lodging, meal and facility and equipment rental expenses of our representatives if training is provided at the Facility.

#### 3.4 Marketing.

- 3.4.1 You will participate in System marketing programs, including the Directory, if any, the Reservation System, and guest loyalty programs. You will obtain and maintain the computer and communications service and equipment we specify to participate in the Reservation System. You will comply with our rules and standards for participation, and will honor reservations and commitments to guests and travel industry participants. You authorize us to offer and sell reservations for rooms and services at the Facility according to the rules of participation and System Standards. You may implement, at your option and expense, your own local advertising. Your advertising materials must use the Marks correctly, and must comply with System Standards or be approved in writing by us prior to publication. You will stop using any non-conforming, out-dated or misleading advertising materials if we so request.
- 3.4.2 You will participate in any regional marketing, training or management alliance or cooperative of Chain franchisees formed to serve the Chain Facilities in your area. We may assist the cooperative collect contributions. You may be excluded from cooperative programs and benefits if you do not participate in all cooperative programs according to their terms, including making payments and contributions when due.
- 3.4.3 The Facility must participate in all mandatory Internet and distribution marketing activities and programs in accordance with the System Standards Manual, including any arrangements we make with third party distribution channels. You must provide us with information about the Facility and use our approved photographer for taking photographs of the Facility for posting on the Chain Websites, third party travel websites and various marketing media. The content you provide us or use yourself for any Internet or distribution marketing activities must be true, correct and accurate, and you will promptly notify us in writing, in accordance with our processes that are then in effect, when any correction to the content becomes necessary. You must promptly modify at our request the content of any Internet or distribution marketing materials for the Facility you use, authorize, display or provide to conform to System Standards. You will discontinue any Internet or distribution marketing activities that conflict, in our reasonable discretion, with Chain-wide Internet or distribution marketing activities. You must honor the terms of any participation agreement you sign for Internet or distribution marketing activities. You will pay when due any fees, commissions, charges and reimbursements relating to Internet or distribution marketing activities (i) in which you agree to participate, or (ii) that we designate as mandatory on a Chain-wide basis. We may suspend the Facility's participation in Internet or distribution marketing activities if you default under this Agreement.
- 3.4.4 You will participate in the Wyndham Rewards program or any successor guest rewards or loyalty program we determine is appropriate and pay the Loyalty Program Charge associated with the program as set forth in Schedule C. The Wyndham Rewards Front Desk Guide sets forth additional standards, which you agree to follow. The Front Desk Guide, including fees assessed and reimbursements rates, may be revised by us or our affiliates at any time upon thirty (30) days' prior notice.

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3.5 Governmental Matters. You will obtain as and when needed all governmental permits, licenses and consents required by law to construct, acquire, renovate, operate and maintain the Facility and to offer all services you advertise or promote. You will pay when due or properly contest all federal, state and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem and other taxes, assessments, fees, charges, penalties and interest, and will fite when due all governmental returns, notices and other filings. You will comply with all applicable federal, state and local laws, regulations and orders applicable to you and/or the Facility, including those combating terrorism such as the USA Patriot Act and Executive Order 13224.

#### 3.6 Financial Books & Records; Audits.

- 3.6.1 The Facility's transactions must be timely and accurately recorded in accounting books and records prepared on an accrual basis compliant with generally accepted accounting principles of the United States ("GAAP") and consistent with the most recent edition of the Uniform System of Accounts for the Lodging Industry published by the American Hotel & Motel Association, as modified by this Agreement and System Standards. You acknowledge that your accurate accounting for and reporting of Gross Room Revenues is a material obligation you accept under this Agreement.
- 3.6.2 Upon our request, you will send to us copies of financial statements, tax returns, and other records relating to the Facility for the applicable accounting period that we require under this Agreement and System Standards. We may notify you of a date on which we propose to audit the Facility's books and records at the Facility. You will be deemed to confirm our proposed date unless you follow the instructions with the audit notice for changing the date. You need to inform us where the books and records will be produced. You need to produce for our auditors at the confirmed time and place for the audit the books, records, tax returns and financial statements for the Facility. We may also perform an audit of the Facility's books and records without advance notice. Your staff must cooperate with and assist our auditors to perform any audit we conduct.
- 3.6.3 We will notify you in writing if you default under this Agreement because (i) you do not cure a violation of Section 3.6.2 within 30 days after the date of the initial audit, (ii) you cancel two or more previously scheduled audits, (iii) you refuse to admit our auditors during normal business hours at the place where you maintain the Facility's books and records, or refuse to produce the books and records at the audit or send them to us as required under this Agreement and System Standards for the applicable accounting periods, (iv) our audit determines that the books and records you produced are incomplete or show evidence of tampering or violation of generally accepted internal control procedures, or (v) our audit determines that that you have reported to us less than 97% of the Facility's Gross Room Revenues for any fiscal year preceding the audit. Our notice of default may include, in our sole discretion and as part of your performance needed to cure the default under this Section 3.6, an "Accounting Procedure Notice." The Accounting Procedure Notice requires that you obtain and deliver to us, within 90 days after the end of each of your next three fiscal years ending after the Accounting Procedure Notice, an audit opinion signed by an independent certified public accountant who is a member of the American Institute of Certified Public Accountants addressed to us that the Facility's Gross Room Revenues you reported to us during the fiscal year fairly present the Gross Room Revenues of the Facility computed in accordance with this Agreement for the fiscal year. You

must also pay any deficiency in Recurring Fees, any Audit Fee, as defined in Section 4.8, we assess you for your default of Section 3.6 as described in Section 4.8, and/or other charges we identify and invoice as a result of the audit.

- 3.6.4 You will, at your expense, prepare and submit to us by the third day of each month, a statement in the form prescribed by us, accurately reflecting for the immediately preceding month all Gross Room Revenues and such other data or information as we may require. You must submit your statements to us using our on-line reporting and payment tool or through such other technology or means as we may establish from time to time.
- 3.7 Inspections. You acknowledge that the Facility's participation in our quality assurance inspection program (including unannounced inspections) is a material obligation you accept under this Agreement. You will permit our representatives to perform quality assurance inspections of the Facility at any time with or without advance notice. The inspections will commence during normal business hours although we may observe Facility operation at any time. You and the Facility staff will cooperate with the representative performing the inspection. If the Facility fails an inspection, you refuse to cooperate with our representative, or you refuse to comply with our published inspection System Standards, then you will pay us when invoiced for any Reinspection Fee specified in System Standards Manuals plus the reasonable travel, lodging and meal costs our representative incurs for a reinspection. You will also be charged the Reinspection Fee if we must return to the Facility to inspect it as a result of your failure to complete any Improvement Obligation by the deadline established in the Punch List, as set forth in Schedule D. We may also include the results of paper and electronic customer satisfaction surveys of your guests as well as unsolicited feedback received from your guests in your final quality assurance score. We may publish and disclose the results of quality assurance inspections and guest surveys. We may, at our discretion, implement a chain-wide quality assurance/mystery shopper inspection program to be performed by a reputable third party. You must provide free lodging for the inspector(s) when he/she visits your Facility.
- 3.8 Insurance. You will obtain and maintain during the Term of this Agreement the insurance coverage required under the System Standards Manual from insurers meeting the standards established in the Manual. Unless we instruct you otherwise, your liability insurance policies will name as additional insureds Travelodge Hotels, Inc., Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, and their current and former subsidiaries, affiliates, successors and assigns as their interests may appear. All policies must be primary and non-contributory with or excess of any insurance coverage that may be available to an additional insured. You must submit to us, annually, a copy of the certificate of or other evidence of renewal or extension of each such insurance policy as required by the System Standards.
- 3.9 Conferences. You or your representative will attend each Chain conference and pay the Conference Registration Fee described in Section 2.2. The Chain conference may be held as part of a Wyndham Hotel Group, LLC multi-brand conference with special sessions and programs for our Chain only. Mandatory recurrent training for franchisees and general managers described in Section 4.1.4 may be held at a Chain conference. The Fee will be the same for all Chain Facilities that we franchise in the United States. We will invoice and charge you for the Conference Fee even

if you do not attend the Chain Conference. You will receive reasonable notice of a Chain conference.

- 3.10 Purchasing. You will purchase or obtain certain items we designate as proprietary or that bear or depict the Marks, such as signage, only from suppliers we approve. You may purchase other items for the Facility from any competent source you select, so long as the items meet or exceed System Standards.
- Good Will. You will use reasonable elforts to protect, maintain and promote the name "Travelodge" or "Thriftlodge", as applicable, and its distinguishing characteristics, and the other Marks. You will not permit or allow your officers, directors, principals, employees, representatives, or guests of the Facility to engage in conduct which is unlawful or damaging to the good will or public image of the Chain or System. You agree that, in event that you or any of your principals or Guarantors is or is discovered to have been, convicted of a felony or any other offense likely to reflect adversely upon us, the System or the Marks, such conviction is a material, incurable breach of this Section. You will follow System Standards for identification of the Facility and for you to avoid confusion on the part of guests, creditors, lenders, investors and the public as to your ownership and operation of the Facility, and the identity of your owners. You will participate in Chain-wide guest service and satisfaction guaranty programs we require in good faith for all Chain Facilities. You shall use your best efforts to promote usage of other Chain Facilities by members of the public. Except as provided in the System Standards Manual or if you obtain our prior written consent, which we may withhold in our sole discretion, neither you nor the Facility shall promote or advertise any competing business at the Facility including, but not limited to, any other guest lodging facility, time share resort, vacation club, residence club, fractional ownership residence, condominium/apartment leasing or rental business, or the like, unless we or one of our affiliates franchise, manage or own that business.
- 3.12 Facility Modifications. You may not materially modify, diminish or expand the Facility (or change its interior design, layout, FF&E, or facilities) until you receive our prior written consent, which we will not unreasonably withhold or delay. You will pay our Rooms Addition Fee then in effect for each guest room you add to the Facility before you begin construction of any expansion. If we so request, you will obtain our prior written approval of the plans and specifications for any material modification, which we will not unreasonably withhold or delay. You will not open to the public any material modification until we inspect it for compliance with the Approved Plans and System Standards.
- 3.13 Courtesy Lodging. You will provide lodging at the "Employee Rate" established in the systems Standards Manual from time to time (but only to the extent that adequate room vacancies exist) to our representatives and members of their immediate family, but not more than three standard guest rooms at the same time.
- 3.14 Minor Renovations. Beginning three years after the Opening Date, we may issue a "Minor Renovation Notice" to you that will specify reasonable Facility upgrading and renovation requirements (a "Minor Renovation") to be commenced no sooner than 90 days after the notice is issued, having an aggregate cost for labor, FF&E and materials estimated by us to be not more than the Minor Renovation Ceiling Amount. You will perform the Minor Renovations as and when the

Minor Renovation Notice requires. We will not issue a Minor Renovation Notice within three years after the date of a prior Minor Renovation Notice, or if the three most recent quality assurance inspection scores of the Facility averaged no less than 80% and the most recent quality assurance inspection score for the Facility was no less than 75% (or equivalent scores under a successor quality assurance scoring system we employ), when the Facility is otherwise eligible for a Minor Renovation.

- 3.15 Technology Standards & Communications. You recognize that the System requires you to acquire, operate and maintain a computer-based property management system and provide guests with innovative technology for communications and entertainment. You must purchase the computer system and other equipment and software that we specify, including preventative maintenance software. We may modify System Standards to require new or updated technology at all Chain Facilities. At our request, you shall participate in any intranet or extranet system developed for use in connection with the System. Such intranet or extranet system may be combined with that of our affiliates. You shall agree to such terms and conditions for the use of such intranet or extranet system as we may prescribe, which may include, among other things: (a) confidentiality requirements for materials transmitted via such system; (b) password protocols and other security precautions; (c) grounds and procedures for our suspension or revocation of access to the system by you and others; and (d) a privacy policy governing the parties' access to and use of electronic communications posted on electronic bulletin boards or transmitted via the system. You shall pay any fee imposed from time to time by us or a third party service provider in connection with hosting such system.
- 4. Our Operating and Service Obligations. We will provide you with the following services and assistance:
- 4.1 **Training.** We may offer (directly or indirectly by subcontracting with an affiliate or a third party) orientation training, remedial training, re-certification training, and supplemental training.
- 4.1.1 Orientation Training. We will offer at our corporate offices or at another location we designate an orientation training program. The program will not exceed two weeks in duration and will cover such topics as operating a Chain Facility, marketing and sales, financial management, guest services and people management. We may administer certain diagnostic tests via the Internet to measure the skill set of your general manager and, based in part of his/her score, offer certain Internet-based training as a supplement to the classroom training experience. Your initial general manager (or other representative who exercises day to day operational authority) for the Facility must complete this program to our satisfaction no later than 90 days after the Opening Date. Any replacement general manager must complete orientation to our satisfaction within 90 days after he/she assumes the position. If we do not offer a place in orientation within the above time frame, your general manager must attend the next program held at which we offer a place. Your general manager for the Facility must complete orientation even if you employ managers at other Chain Facilities who have already received this training. If this is your first System franchise, or you have not attended orientation within the last two (2) years, in addition to your general manager, you (or a person with executive authority if you are an entity) must attend orientation by the Opening Date. Financial institutions and real estate mortgage investment conduits are exempt from the obligation to attend orientation, but may choose to do so at their option. We charge you tuition for

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orientation for your general manager which is payable as part of the Integration Services Fee set forth on Schedule D. If he/she does not attend orientation within 90 days after the Opening Date, and for any replacement general manager, you must pay a separate tuition at the rate then in effect for the program when your manager attends the program. If you are required to attend orientation, we will charge you tuition of \$1,200 which is payable by the scheduled date for the program. We may charge you full or discounted tuition for "refresher" orientation for your general manager or for additional staff members who attend orientation with your general manager. We will charge the then in effect discounted tuition for any additional staff members who attend orientation with your general manager. We may charge you "No-Show Fees" or "Cancellation Fees" if you, your general manager or any other member of your staff (i) fails to register for and/or attend orientation by the required deadline, (ii) registers, but is a "no show", for orientation, or (iii) fails to notify us at least seven (7) days in advance that he/she will be unable to attend a scheduled program. This is in addition to the tuition you must pay us for your general manager at the then in effect rate when he/she attends orientation. You must also pay for your, your general manager and/or additional staff member's travel, lodging, meals, incidental expenses, compensation and benefits.

- 4.1.2 Remedial Training. We may require you, your general manager and/or your staff to participate in remedial training if the Facility receives a D or F (or equivalent score) on a quality assurance inspection, a D or F score on quality assurance electronic guest survey (or equivalent evaluation system), or experiences significant complaints to our customer care department or posted on third-party travel websites, distribution channels, blogs, social networks and other forums, as determined by us in our sole discretion. This training may be offered at our corporate offices, at a regional location, on-line or at the Facility. The training may be in the form of one or more classes held at different times and locations as we may require. You must pay the tuition in effect for this program when it is offered to you. If the training is provided at the Facility, you must provide lodging for our trainers. In addition, if at the time of your quality assurance inspection, you receive (i) a failure rating on guest room cleanliness and (ii) an average quality assurance score of F on cleanliness of guestroom category or cleanliness of bathroom category (based on a minimum of 10 electronic quality assurance guest surveys), then we may require you to take a one day, on-site remedial class on housekeeping within 60 days after the inspection. The tuition for this an on-line class is currently \$250, but is subject to increase in the future. The fee for an on-site customer experience assessment or training class is currently \$1,500, but is subject to increase in the future.
- 4.1.3 Supplemental Training. You must subscribe to our e-learning modules and other educational resources, accessible by you and your staff via the Internet, and pay us the annual fee for this service. All general managers must complete recertification training at such intervals as we may establish in the System Standards Manual. You must pay us the tuition then in effect for the program. We may offer other mandatory or optional training programs for reasonable tuition or without charge. Recertification and other supplemental training may be offered in our corporate offices or other locations or held in conjunction with a Chain lodging conference. You must pay the then current tuition for the training as well as for your representative's travel, lodging, meals, incidental expenses, compensation and benefits while attending the training. We may offer, rent or sell to you video tapes, computer dises or other on-site training aids and materials, or require you to buy them at reasonable prices. We may also offer Internet-based training via the Chain's intranet

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website.

- 4.1.4 No Show and Cancellation Fees. If you, your general manager, or any other member of your staff you designate, registers for a training program but fails to attend such program within the required time period, or fails to attend a training program as scheduled without notifying us in advance, we may charge you a No-Show Fee of 50% of the tuition for the program. If you, your general manager or any other member of your staff does not register for and attend any training they are scheduled to attend whether such attendance is required by this Section 4.1 or System Standards, or is optional, we may charge you a fee of 100% of the tuition for the program. If you, your general manager, or any member of your staff cancels participation in any training program less than seven (7) days before it is scheduled to be held, we may charge you a Cancellation Fee of 25% of the tuition for the program. No-Show and Cancellation Fees are in addition to the tuition you will have to pay at the then offered rate when you or your general manager attends the program. We may assess you additional No-Show or Cancellation Fees for continued failures by you under Section 4.1.
- 4.2 Reservation System. We will operate and maintain (directly or by contracting with an affiliate or one or more third parties) a computerized Reservation System or such technological substitute(s) as we determine, in our discretion. We will use Basic Reservation Fees we collect as part of the System Assessment Fees for the acquisition, development, support, equipping, maintenance, improvement and operation of the Reservation System. We or our approved supplier will provide software maintenance and support for any software we or an approved supplier license to you to connect to the Reservation System if you are up to date in your payment of Recurring Fees and all other fees you must pay under any other agreement with us, an affiliate or the supplier, as applicable. During the Term, the Facility will participate in the Reservation System on an exclusive basis, including entering into all related technology agreements and complying with all terms and conditions which we establish from time to time for participation. The Facility may not book any reservations through any other electronic reservation system, booking engine or other technology. You shall own all Guest Information within your possession or any service provider holding such information on your behalf, and we shall own all Guest Information within our possession or any service provider holding such information on our behalf. To the extent that you and we both possess identical Guest Information, your and our respective ownership rights with regard to such Guest Information shall be separate and independent from one another. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties.

#### 4.3 Marketing.

4.3.1 We will use Marketing Contributions we collect as part of the System Assessment Fees to promote public awareness and usage of Chain Facilities by implementing advertising, promotion, publicity, market research, loyalty marketing and other marketing programs, training programs and related activities as we deem appropriate. We will determine in our discretion: (i) The nature and type of media placement; (ii) The allocation (if any) among international, national, regional and local markets; and (iii) The nature and type of advertising copy, other materials and programs. We or an affiliate may be reimbursed from Marketing Contributions for the reasonable direct and indirect costs, overhead or other expenses of providing marketing services. We are not obligated to

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supplement or advance funds available from collections of the Marketing Contributions to pay for marketing activities. We do not promise that the Facility or you will benefit directly or proportionately from marketing activities.

- 4.3.2 We may, at our discretion, implement special international, national, regional or local promotional programs (which may or may not include the Facility) as we deem appropriate and may make available to you (to use at your option) media advertising copy and other marketing materials for prices which reasonably cover the materials' direct and indirect costs.
- 4.3.3 We may, at our discretion, implement "group booking" programs created to encourage use of Chain Facilities for tours, conventions and the like, possibly for an additional fee.
- 4.4 Purchasing and Other Services. We may offer optional assistance to you with purchasing items used at or in the Facility. Our affiliates may offer this service on our behalf. We may restrict the vendors authorized to sell proprietary or Mark-bearing items in order to control quality, provide for consistent service or obtain volume discounts. We will maintain and provide to you lists of suppliers approved to furnish Mark-bearing items, or whose products conform to System Standards.
- 4.5 The System. We will control and establish requirements for all aspects of the System. We may, in our discretion, change, delete from or add to the System, including any of the Marks or System Standards, in response to changing market conditions. We may, in our discretion, permit deviations from System Standards, based on local conditions and our assessment of the circumstances. We may, in our discretion, change the designation standards for the Chain and then require that you change the designation of the Facility and related presentation of that designation wherever it appears. We will not be liable to you for any expenses, losses or damages you may sustain as a result of any Mark addition, modification, substitution or discontinuation.
- 4.6 Consultations and Standards Compliance. We will assist you to understand your obligations under System Standards by telephone, mail, during any visits by our employees to the Facility, through the System Standards Manual, at training sessions and during conferences, meetings and visits we conduct. We will provide telephone and mail consultation on Facility operation and marketing through our representatives. We will offer you access to any Internet website we may maintain to provide Chain franchisees with information and services, subject to any rules, policies and procedures we establish for its use and access and to this Agreement. We may limit or deny access to any such website while you are in default under this Agreement.
- 4.7 System Standards Manual and Other Publications. We will specify System Standards in the System Standards Manual, policy statements or other publications which we may make available to you via our Chain intranet, in paper copies or through another medium. You will at all times comply with the System Standards. You acknowledge that the System Standards and the System Standards Manual are designed to protect the System and the Marks, and not to control the day-to-day operation of your business. We will provide you with access to the System Standards Manual promptly after we sign this Agreement. We will notify you via our Chain intranet or another medium of any System Standards Manual revisions and/or supplements as and when issued as well as any other publications and policy statements in effect for Chain franchisees from time to time.

- 4.8 Inspections and Audits. We have the unlimited right to conduct unannounced quality assurance inspections of the Facility and its operations, records and Mark usage to test the Facility's compliance with System Standards and this Agreement, and the audits described in Section 3.6. We have the unlimited right to reinspect if the Facility does not achieve the score required on an inspection. We may impose a reinspection fee and will charge you for our costs as provided in Section 3.7. In connection with the audit, you will pay us any understated amount plus interest under Section 3.6. If the understated amount is three percent (3%) or more of the total amount owed during a six month period, you will also pay us an "Audit Fee" equal to the costs and expenses associated with the audit. Our inspections are solely for the purposes of checking compliance with System Standards.
- 5. <u>Term</u>. The Term begins on the date that we insert in the preamble of this Agreement after we sign it (the "Effective Date") and expires at the end of the fifteenth (15th) Franchise Year. NEITHER PARTY HAS RENEWAL RIGHTS OR OPTIONS. However, if applicable law requires us to offer renewal rights, and you desire to renew this Agreement, then you will apply for a renewal franchise agreement at least six months, but not more than nine months, prior to the expiration date, and subject to such applicable law, you will have to meet our then-current requirements for applicants seeking a franchise agreement, which may include (i) executing our then-current form of license and other agreements, which license and other agreements may contain materially different terms and provisions (such as operating standards and fees) from those contained in this Agreement, (ii) executing a general release of us and our affiliates, in form and substance satisfactory to us, (iii) completing a property improvement plan, and (iv) paying a standard renewal fee, if then applicable.
- 6. Application and Initial Fees. You must pay us a non-refundable Application Fee of \$1,500.00, which shall be applied to your Initial or Relicense Fee. If your franchise is for a new construction or conversion Facility, you must pay us an Initial Fee. If you are a transferee of an existing Facility or are renewing an existing franchise, you will pay us a Relicense Fee. The amount of your Initial or Relicense Fee is \$19,200.00 which shall be paid as follows; \$4,000.00 upon signing this Agreement, of which \$1,500.00 shall be applied from your Application Fee and \$15,200 to be paid pursuant to the attached Initial Fee Note.

#### 7. Recurring Fees, Taxes and Interest.

- 7.1 You will pay us certain "Recurring Fees" each month of the Term payable in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States). The Recurring Fees described in Section 7.1 are payable three days after the month in which they accrue, without billing or demand. Other Recurring Fees are payable at the times set forth in the System Standards. Recurring Fees include the following:
- 7.1.1 A "Royalty" equal to four and five-tenths percent (4.5%) of Gross Room Revenues of the Facility accruing during the calendar month, accrues from the earlier of the Opening Date or the date you identify the Facility as a Chain Facility or operate it under a Mark until the end of the Term.

- 7.1.2 A "System Assessment Fee" as set forth in Schedule C including a "Marketing Contribution" and a "Daily Guest Room Charge" for advertising, marketing, training and other related services and programs, and a "Basic Reservation Fee" for the Reservation System, accrues from the Opening Date until the end of the Term, including during reservation suspension periods. We collect and deposit these Fees from franchisees, then disburse and administer the funds collected by means of a separate account or accounts. We may use the System Assessment Fees we collect, in whole or in part, to reimburse our reasonable direct and indirect costs, overhead or other expenses of providing marketing, training and reservation services. You will also pay or reimburse us as described in Schedule C for "Additional Fees" such as commissions we pay to travel and other agents for certain reservation and marketing services to generate reservations at the Facility plus a reasonable service fee, fees levied to pay for reservations for the Facility originated or processed through the Global Distribution System, the Chain Websites and/or other reservation systems, distribution channels and networks, and fees for additional services and programs. We may charge Facilities using the Reservation System outside the United States for reservation service using a different formula. We may change, modify, add or delete the System Assessment Fee and/or Additional Fees in accordance with Schedule C.
- 7.2 You will pay to us "Taxes" equal to any federal, state or local sales, gross receipts, use, value added, excise or similar taxes assessed against us on the Recurring Fees and basic charges by the jurisdictions where the Facility is located, but not including any income tax, franchise or other similar tax for the privilege of doing business by us in your State. You will pay Taxes to us when due.
- 7.3 "Interest" is payable when you receive our invoice on any past due amount payable to us under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid.
- 7.4 If a Transfer occurs, your transferce or you will pay us our then current Application Fee and a "Relicense Fee" equal to the Initial Fee we would then charge a new franchisee for the Facility.
- 7.5 You will report and pay to us all Recurring Fees and other fees and charges on-line via our self-service Electronic Invoice Presentment and Payment tool ("WynPay") accessible through our Chain intranet. In the WynPay on-line environment, payments can be made either through the electronic check payment channel or the credit card payment channel. We reserve the right to change, from time to time, the technologies or other means for reporting and paying fees to us by amending the System Standards Manual.

#### 8. Indemnifications.

8.1 Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at, or involving the operation of, the Facility, any payment you make or fail to make to us, any breach or violation of any contract or any law, regulation or ruling

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by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors, employees, agents or contractors of you or your affiliates, including when you are alleged or held to be the actual, apparent or ostensible agent of the Indemnitee, or the active or passive negligence of any Indemnitee is alleged or proven. You have no obligation to indemnity an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury. This exclusion from the obligation to indemnify shall not, however, apply if the property damage or bodily injury resulted from the use of reasonable force by the Indemnitee to protect persons or property.

- 8,2 You will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. You will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by the Indemnitee if your insurer or you do not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in our discretion, because of actual or potential conflicts of interest. We must approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on us or the Chain, or could serve as a precedent for other matters.
- 8.3 We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses incurred by you in any action or claim arising from your proper use of the System alteging that your use of the System and any property we license to you is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name. You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with our defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

#### 9. Your Assignments, Transfers and Conveyances.

- 9.1 Transfer of the Facility. This Agreement is personal to you (and your owners if you are an entity). We are relying on your experience, skill and financial resources (and that of your owners and the guarantors, if any) to sign this Agreement with you. You may finance the Facility and grant a lien, security interest or encumbrance (but not in this Agreement) on it without notice to us or our consent. If a Transfer is to occur, the transferee or you must comply with Section 9.3. Your Franchise is subject to termination when the Transfer occurs. The Franchise is not transferable to your transferee, who has no right or authorization to use the System and the Marks when you transfer ownership or possession of the Facility. The transferee may not operate the Facility under the System, and you are responsible for performing the post-termination obligations in Section 13. You and your owners may, only with our prior written consent and after you comply with Sections 9.3 and 9.6, assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise. Transactions involving Equity Interests that are not Equity Transfers do not require our consent and are not Transfers.
- 9.2 Financing Documents. Neither you, nor any of your Equity Interest owners, shall represent in

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any proposed financing arrangement to any proposed lender or participant in a private or public investment offering that we or any of our affiliates are or shall be in any way responsible for your obligations or financial projections, if any, set forth in such financing arrangement or investment offering or that we or any of our affiliates are or shall be participating in such private or public investment offering. In addition, any proposed financing arrangement where the service mark "Travelodge" appears, or a reference to this Agreement appears, shall contain a disclaimer in bold face type substantially as follows: THE BORROWER IS A PARTY TO AN AGREEMENT WITH TRAVELODGE HOTELS, INC. TO OPERATE HOTELS USING THE SERVICE MARK "TRAVELODGE." NEITHER TRAVELODGE HOTELS, INC. NOR ITS AFFILIATES OWN ANY SUCH HOTELS OR ARE A PARTY TO THIS FINANCING AND HAVE NOT PROVIDED OR REVIEWED, AND ARE NOT RESPONSIBLE FOR, ANY DISCLOSURES OR OTHER INFORMATION SET FORTH HEREIN. Also, at least fifteen (15) days prior to closing such financing, you shall submit to us a written stalement certifying that you have not misrepresented or overstated your relationship with us and our affiliates or your rights to use the Marks.

9.3 Conditions. We may condition and withhold our consent to a Transfer when required under this Section 9 until the transferce and you meet certain conditions; however, we will not unreasonably withhold, delay or condition our consent to a Transfer if the Facility is then financed under a program in which the United States Small Business Administration ("SBA") guarantees the financing or its repayment. If a Transfer is to occur, the transferee (or you, if an Equity Transfer is involved) must first complete and submit our Application, qualify to be a Franchisee in our sole discretion, given the circumstances of the proposed Transfer, provide the same supporting documents as a new Franchise applicant, pay the Application and Relicense Fees then in effect, sign the form of Franchise Agreement we then offer in conversion transactions and agree to renovate the Facility as if it were an existing facility converting to the System, as we reasonably determine. We will provide a Punch List of improvements we will require after the transferee's Application is submitted to us. We may require structural changes to the Facility if it no longer meets System Standards for entering conversion facilities or, in the alternative, condition our approval of the Transfer on limiting the transferce's term to the balance of your Term or adding a right to terminate without cause exercisable by either party after a period of time has clapsed. Our consent to the transaction will not be effective until these conditions are satisfied. If we do not approve the Transfer, we may, in our sole discretion, allow you to terminate the Franchise when you sell the Facility and pay us Liquidated Damages under Section 12.1 at the same rate as you would pay if the termination occurred before the Opening Date. Such payment would be due and payable when you transfer possession of the Facility. We must also receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you, your owners, your affiliates, the transferee, its owners and affiliates, under this Agreement or otherwise. Our consent to a transfer is not a waiver of (i) any claims we may have against you; or (ii) our right to demand strict compliance from the Transferee with the terms of its agreement.

9.4 Permitted Transferee Transactions. You may transfer an Equity Interest or effect an Equity Transfer to a Permitted Transferee without obtaining our consent, renovating the Facility or paying a Relicense Fee or Application Fee. No Transfer will be deemed to occur. You also must not be in default and you must comply with the application and notice procedures specified in Sections 9.3 and 9.6. Each Permitted Transferee must first agree in writing to be bound by this Agreement, or at

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our option, execute the Franchise Agreement form then offered prospective franchisees. No transfer to a Pennitted Transferee shall release a living transferor from liability under this Agreement or any guarantor under any Guaranty of this Agreement. You must comply with this Section if you transfer the Facility to a Permitted Transferee. A transfer resulting from a death may occur even if you are in default under this Agreement.

- 9.5 Attempted Transfers. Any transaction requiring our consent under this Section 9 in which our consent is not first obtained will be void, as between you and us. You will continue to be liable for payment and performance of your obligations under this Agreement until we terminate this Agreement, all your financial obligations to us are paid and all System identification is removed from the Facility.
- 9.6 Notice of Transfers. You will give us at least 30 days prior written notice of any proposed Transfer or Permitted Transferee transaction. You will notify us when you sign a contract to Transfer the Facility and 10 days before you intend to close on the transfer of the Facility. We will respond to all requests for our consent and notices of Permitted Transferee transactions within a reasonable time not to exceed 30 days. You will notify us in writing within 30 days after a change in ownership of 25% or more of your Equity Interests that are not publicly held or that is not an Equity Transfer, or a change in the ownership of the Facility if you are not its owner. You will provide us with lists of the names, addresses, and owner ship percentages of your owner(s) at our request.
- 10. Our Assignments. We may assign, delegate or subcontract all or any part of our rights and duties under this Agreement, including by operation of law, without notice and without your consent. We will have no obligations to you with respect to any assigned right or duty after you are notified that our transferce has assumed such rights or duties under this Agreement except those that arose before we assign this Agreement.

#### 11. Default and Termination.

Default. In addition to the matters identified in Sections 3.1 and 3.6 you will be in default under this Agreement if (a) you do not pay us when a payment is due under this Agreement or under any other instrument, debt, agreement or account with us related to the Facility, (b) you do not perform any of your other obligations when this Agreement and the System Standards Manual require, or (e) if you otherwise breach this Agreement. If your default is not cured within ten days after you receive written notice from us that you have not filed your monthly report, paid us any amount that is due or breached your obligations regarding Confidential Information, or within 30 days after you receive written notice from us of any other default (except as noted below), then we may terminate this Agreement by written notice to you, under Section 11.2. We will not exercise our right to terminate if you have completely cured your default during the time allowed for cure, or until any waiting period required by law has clapsed. In the case of default resulting from the Facility's failure to meet Quality Standards as measured by a quality assurance inspection, if you have acted diligently to cure the default but cannot do so, and the default does not relate to health or safety, we may, in our discretion, enter into an improvement agreement with you provided you request such an agreement within 30 days after receiving notice of the failing inspection. If we have entered into an improvement agreement, you must cure the default within the time period

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specified in the improvement agreement which shall not exceed 90 days after the failed inspection. We may terminate this Agreement and any or all rights granted hereunder if you do not timely perform that improvement agreement.

Termination. We may terminate the this Agreement effective when we send written notice to you or such later date as required by law or as stated in the default notice, when (1) you do not cure a default as provided in Section 11.1 or we are authorized to terminate under Schedule D due to your failure to perform your Improvement Obligation, (2) you discontinue operating the Facility as a "Travelodge" or "Thriftlodge," as appropriate. (3) you do or perform, directly or indirectly, any act or failure to act that in our reasonable judgment is or could be injurious or prejudicial to the goodwill associated with the Marks or the System, (4) you lose possession or the right to possession of the Facility, (5) you (or any guarantor) suffer the termination of another franchise agreement with us or one of our affiliates, (6) you intentionally maintain false books and records or submit a materially false report to us, (7) you (or any guarantor) generally fail to pay debts as they come due in the ordinary course of business, (8) you, any guarantor or any of your owners or agents misstated to us or omitted to tell us a material fact to obtain or maintain this Agreement with us, (9) you receive two or more notices of default from us in any one year period (whether or not you cure the defaults), (10) a violation of Section 9 occurs, or a Transfer occurs before the relicensing process is completed, (11) you or any of your Equity Interest owners contest in court the ownership or right to franchise or license all or any part of the System or the validity of any of the Marks, (12) you, any guarantor or the Facility is subject to any voluntary or involuntary bankruptcy, liquidation, dissolution, receivership, assignment, reorganization, moratorium, composition or a similar action or proceeding that is not dismissed within 60 days after its liling, or (13) you maintain or operate the Facility in a manner that endangers the health or safety of the Facility's guests.

#### 11.3 Casualty and Condemnation.

- 11.3.1 You will notify us promptly after the Facility suffers a Casualty that prevents you from operating in the normal course of business, with less than 75% of guest rooms available. You will give us information on the availability of guest rooms and the Facility's ability to honor advance reservations. You will tell us in writing within 60 days after the Casualty whether or not you will restore, rebuild and refurbish the Facility to conform to System Standards and its condition prior to the Casualty. This restoration will be completed within 180 days after the Casualty. You may decide within the 60 days after the Casualty, and if we do not hear from you, we will assume that you have decided, to terminate this Agreement, effective as of the date of your notice or 60 days after the Casualty, whichever comes first. If this Agreement so terminates, you will pay all amounts accrued prior to termination and follow the post-termination requirements in Section 13. You will not be obligated to pay Liquidated Damages if the Facility will no longer be used as an extended stay or transient lodging facility after the Casualty.
- 11.3.2 You will notify us in writing within 10 days after you receive notice of any proposed Condemnation of the Facility, and within 10 days after receiving notice of the Condemnation date. This Agreement will terminate on the date the Facility or a substantial portion is conveyed to or taken over by the condemning authority but you will be liable for the Condemnation Payments set forth in Section 12.2.

- 11.3.3 Any protected territory covenants will terminate when you give us notice of any proposed Condemnation or that you will not restore the Facility after a Casualty.
- Our Other Remedies. We may suspend the Facility from the Reservation System for any default or failure to pay or perform under this Agreement or any other written agreement with us relating to the Facility, discontinue reservation referrals to the Facility for the duration of such suspension, and may divert previously made reservations to other Chain Facilities after giving notice of non-performance, non-payment or default. All Reservation System User Fees accrue during the suspension period. Reservation service will be restored after you have fully cured any and all defaults and failures to pay and perform. We may charge you, and you must pay as a condition precedent to restoration of reservation service, a Reconnection Fee specified on Schedule C to reimburse us for our costs associated with service suspension and restoration. We may deduct points under our quality assurance inspection program for your failure to comply with this Agreement or System Standards. We may omit the Facility from the Directory if you are in default on the date we must determine which Chain Facilities are included in the Directory. We may also suspend or terminate any temporary or other fee reductions we may have agreed to in this Agreement and/or any stipulations in Section 18 below, and/or cease to provide any operational support until you address any failure to perform under this Agreement. You agree that our exercise of any rights in this Section will not constitute an actual or constructive termination of this Agreement. All such remedies are cumulative and not in lieu of any other rights or remedies we may have under this Agreement. If we exercise our right not to terminate this Agreement but to implement such suspension and/or removal, we reserve the right at any time after the appropriate cure period under the written notice has lapsed, to, upon written notice to you, terminate this Agreement without giving you any additional corrective or cure period (subject to applicable law). You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief, without the need for posting any bond. We may litigate to collect amounts due under this Agreement without first issuing a default or termination notice. Consent or approval may be withheld while you are in default under this Agreement or may be conditioned on the cure of all your defaults. Once a termination or expiration date for this Agreement has been established in accordance with the provisions of this Agreement, we may cease accepting reservations through the Reservation System for any person(s) seeking to make a reservation for a stay on any date including or following the termination or expiration of this Agreement.

#### 11.5 Your Remedies.

- 11.5.1 If we fail to issue our approval or consent as and when required under this Agreement within a reasonable time of not less than 30 days after we receive all of the information we request, and you believe our refusal to approve or consent is wrongful, you may bring a legal action against us to compel us to issue our approval or consent to the obligation. To the extent permitted by applicable law, this action shall be your exclusive remedy.
- 11.5.2 You (and your owners and guarantors) waive, to the fullest extent permitted by law, any right to, or claim for, any punitive or exemplary damages against us and against any affiliates, owners, employees or agents of us, and agree that in the event of a dispute, you will be limited to the recovery of any actual damages sustained and any equitable relief to which you might be

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entitled.

#### 12. Liquidated Damages.

- Generally. If we terminate this Agreement under Section 11.2, or you terminate this Agreement (except under Section 11.3 or as a result of our default which we do not cure within a reasonable time after written notice), you will pay us within 30 days following the date of termination, as Liquidated Damages, an amount equal to the sum of accrued Royalties and System Assessment Fees during the immediately preceding 24 full calendar months (or the number of months remaining in the unexpired Term (the "Ending Period") at the date of termination. whichever is less). If the Facility has been open for fewer than 24 months, then the amount shall be the average monthly Royalties and System Assessment Fees since the Opening Date multiplied by 24. You will also pay any applicable Taxes assessed on such payment and Interest calculated under Section 7.3 accruing from 30 days after the date of termination. Before the Ending Period, Liquidated Damages will not be less than the product of \$2,000 multiplied by the number of guest rooms you are then authorized to operate under Schedule B of this Agreement, as amended. If we terminate this Agreement under Schedule D before the Opening Date, you will pay us within 10 days after you receive our notice of termination Liquidated Damages equal to one-half the amount payable for termination under Section 11.2. If any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement limits your ability to pay, and our ability to receive, the Liquidated Damages you are obligated to pay hereunder, you shall be liable to us for any and all damages which we incur, now or in the future, as a result of your breach of this Agreement. Liquidated Damages are paid in place of our claims for lost future Recurring Fees under this Agreement. Our right to receive other amounts due under this Agreement is not affected.
- 12.2 Condemnation Payments. In the event a Condemnation is to occur, you will pay us the fees set forth in Section 7 for a period of one year after we receive the initial notice of condemnation described in Section 11.3.2, or until the Condemnation occurs, whichever is longer. You will pay us Liquidated Damages equal to the average daily Recurring Fees for the one year period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the one year notice period if the Condemnation is completed before the one year notice period expires. This payment will be made within 30 days after Condemnation is completed (when you close the Facility or you deliver it to the condemning authority). You will pay no Liquidated Damages if the Condemnation is completed after the one year notice period expires, but the fees set forth in Section 7 must be paid when due until Condemnation is completed.
- 13. Your Duties At and After Termination. When a Termination occurs for any reason whatsoever:
- 13.1 System Usage Ceases. You must comply with the following "de-identification" obligations. You will immediately stop using the System to operate and identify the Facility. You will remove all signage and other items bearing any Marks and follow the other steps detailed in the System Standards Manual or other brand directives for changing the identification of the Facility. You will promptly paint over or remove the Facility's distinctive System trade dress, color schemes and architectural features. You shall not identify the Facility with a confusingly similar mark or

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name, or use the same colors as the System trade dress for signage, printed materials and painted surfaces. You will cease all Internet marketing using any Marks to identify the Facility. If you do not strictly comply with all of the de-identification requirements above, in the System Standards Manual and in our other brand directives, you agree to pay us a royalty equal to \$2,000 per day until de-identification is completed to our satisfaction.

- Other Duties. You will pay all amounts owed to us under this Agreement within 10 days after termination. We may immediately remove the Facility from the Reservation System and divert reservations as authorized in Section 11.4. We may notify third parties that the Facility is no longer associated with the Chain. We may also, to the extent permitted by applicable law, and without prior notice enter the Facility and any other parcels, remove software (including archive and back-up copies) for accessing the Reservation System, all copies of the System Standards Manual, Confidential Information, equipment and all other personal property of ours. If you have not completed your desidentification obligations to our satisfaction, we may paint over or remove and purchase for \$10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that you have not removed or obliterated within five days after termination. You will promptly pay or reimburse us for our cost of removing such items, not of the \$10.00 purchase price for signage. We will exercise reasonable care in removing or painting over signage. We will have no obligation or liability to restore the Facility to its condition prior to removing the signage. We shall have the right, but not the obligation, to purchase some or all of the Facility's Mark-bearing FF&E and supplies at the lower of their cost or net book value, with the right to set off their aggregate purchase price against any sums then owed us by you. You will transfer to us any domain names you own that include any material portion of the Marks.
- 13.3 Reservations. The Facility will honor any advance reservations, including group bookings, made for the Facility prior to termination at the rates and on the terms established when the reservations are made and pay when due all related travel agent commissions. You acknowledge and agree that once a termination or expiration date for this Agreement has been established in accordance with the provisions of this Agreement, we may stop accepting reservations through the Reservation System for any person(s) seeking to make a reservation for a stay on any date on or after the termination or expiration of this Agreement. In addition, when this Agreement terminates or expires for any reason, we have the right to contact those individuals or entities who have reserved rooms with you through the CRS to inform them that your lodging facility is no longer part of the System. We further have the right to inform those guests of other facilities within the System that are near your Facility in the event that the guests prefer to change their reservations. You agree that the exercise of our rights under this Section will not constitute an interference with your contractual or business relationship.
- 13.4 Survival of Certain Provisions. Sections 3.6 (as to audits, for 2 years after termination), the first two sentences of 3.11, 7 (as to amounts accruing through termination), 8, 11.3.2, 11.4, 12, 13, 15, 16 and 17 survive termination of this Agreement. Additionally, all covenants, obligations and agreements of yours which by their terms or by implication are to be performed after the termination or expiration of the Term, shall survive such termination or expiration.

- 14. Your Representations and Warranties. You expressly represent and warrant to us as follows:
- 14.1 Quiet Enjoyment and Financing. You own, or will own prior to commencing improvement, or lease, the Location and the Facility. You will be entitled to possession of the Location and the Facility during the entire Term without restrictions that would interfere with your performance under this Agreement, subject to the reasonable requirements of any financing secured by the Facility. You have, when you sign this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform your obligations under this Agreement.
- This Transaction. You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your owners, Board of Directors and lenders. No executory franchise, license or affiliation agreement for the Facility exists other than this Agreement. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your principal owners is a party or is subject or to which the Facility is subject. Neither you nor the Facility is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in the Application. You will submit to us the documents about the Facility, you, your owners and your finances that we request in the Franchise Application (or after our review of your initial submissions) before or within 30 days after you sign this Agreement. You represent and warrant to us that the information you provided in your Application is true, correct and accurate. To the best of your knowledge, neither you, your owners (if you are an entity), your officers, directors or employees or anyone else affiliated or associated with you, whether by common ownership, by contract, or otherwise, has been designated as, or is, a terrorist, a "Specially Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of the Treasury's Office of Foreign Assets Control, or otherwise.
- 14.3 No Misrepresentations or Implied Covenants. All written information you submit to us about the Facility, you, your owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

#### 15. Proprietary Rights.

15.1 Marks and System. You will not acquire any interest in or right to use the System or Marks except under this Agreement. You will not apply for governmental registration of the Marks, or use the Marks or our corporate name in your legal name, but you may use a Mark for an

assumed business or trade name filing. You agree to (i) execute any documents we request to obtain or maintain protection for the Marks; (ii) use the Marks only in connection with the operation of the Facility as permitted by the System Standards; and (iii) that your unauthorized use of the Marks shall constitute both an infringement of our rights and a material breach of your obligations under this Agreement.

- 15.2 Inurements. All present and future distinguishing characteristics, improvements and additions to or associated with the System by us, you or others, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations used and to be used as part of the System, and the associated good will, shall be our property and will inure to our benefit. No good will shall attach to any secondary designator that you use.
- 15.3 Other Locations and Systems. We and our affiliates each reserve the right to own, in whole or in part, and manage, operate, use, lease, finance, sublease, franchise, license (as franchiser or franchisee), provide services to or joint venture (i) distinctive separate lodging or food and beverage marks and other intellectual property which are not part of the System, and to enter into separate agreements with you or others (for separate charges) for use of any such other marks or proprietary rights, (ii) other lodging, food and beverage facilities, or businesses, under the System utilizing modified System Standards, and (iii) a Chain Facility at or for any location outside the Protected Territory. You acknowledge that we are affiliated with or in the future may become affiliated with other lodging providers or franchise systems that operate under names or marks other than the Marks. We and our affiliates may use or benefit from common hardware, software, communications equipment and services and administrative systems for reservations, franchise application procedures or committees, marketing and advertising programs, personnel, central purchasing, approved supplier lists, franchise sales personnel (or independent franchise sales representatives), etc.
- Confidential Information. You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alteration of the source code of such software). You will use Confidential Information only for the Facility and to perform under this Agreement. Upon termination (or earlier, as we may request), you shall return to us all originals and copies of the System Standards Manual, policy statements and Confidential Information "fixed in any tangible medium of expression," within the meaning of the U.S. Copyright Act, as amended. Your obligations under this subsection commence when you sign this Agreement and continue for trade secrets (including computer software we license to you) as long as they remain secret and for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus three years. We will respond promptly and in good faith to your inquiry about continued protection of any Confidential Information.
- 15.5 Litigation. You will promptly notify us of (i) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information or other System intellectual

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property, and (ii) or any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone will handle disputes with third parties concerning use of all or any part of the System. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on the Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material.

The Internet and other Distribution Channels. You may use the Internet to market the Facility subject to this Agreement and System Standards. You shall not use, license or register any domain name, universal resource locator, or other means of identifying you or the Facility that uses a mark or any image or language confusingly similar to a Mark except as otherwise expressly permitted by the System Standards Manual or with our written consent. You will assign to us any such identification at our request without compensation or consideration. You may not purchase any key words for paid search or other electronic marketing that utilizes any Mark without our written consent. You must make available through the Reservation System and the Chain Website all rates you offer directly to the general public or indirectly via Internet marketing arrangements with third parties. You agree to participate in our Central Commission Payment Program and to reimburse us for any fees or commissions we pay to intermediaries and retailers on your behalf or for Chain Facilities to participate in their programs. You must participate in the Chain's best available rate on the Internet guarantee or successor program. The content you provide us or use yourself for any Internet or distribution marketing materials must be true, correct and accurate, and you will notify us in writing promptly when any correction to the content becomes necessary. You shall promptly modify at our request the content of any Internet or distribution marketing materials for the Facility you use, authorize, display or provide to conform to System Standards. Any use of the Marks and other elements of the System on the Internet inures to our benefit under Section 15.2.

#### 16. Relationship of Parties,

- 16.1 Independence. You are an independent contractor. You are not our legal representative or agent, and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. You will exercise full and complete control over and have full responsibility for your contracts, daily operations, labor relations, employment practices and policies, including, but not limited to, the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of your employees.
- 16.2 **Joint Status.** If you comprise two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among such persons or entities) the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such persons or entities.

#### 17. Legal Matters.

- 17.1 Partial Invalidity. If all or any part of a provision of this Agreement violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement shall not be affected. However, if in our judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you without penalty or compensation owed by either party.
- 17.2 Waivers, Modifications and Approvals. If we allow you to deviate from this Agreement, we may insist on strict compliance at any time after written notice. Our silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under this Agreement by us must be in writing and signed by our authorized representative to be effective. We may unilaterally revise Schedule C when this Agreement so permits.
- 17.3 Notices. Notices will be effective if in writing and delivered (i) by facsimile transmission with confirmation original sent by first class mail, postage prepaid, (ii) by delivery service, with proof of delivery, (iii) by first class, prepaid certified or registered mail, return receipt requested, (iv) by electronic mail, posting of the notice on our Chain intranet site or by a similar technology; or (v) by such other means as to result in actual or constructive receipt by the person or office holder designated below, to the appropriate party at its address stated below or as it may otherwise designated by notice. The parties may also communicate via electronic mail between addresses to be established by notice. You consent to receive electronic mail from us. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

Travelodge Hotels, Inc.:

Our address: 22 Sylvan Way, Parsippany, New Jersey 07054-0278

Attention: Senior Vice President - Contracts Administration: Fax No. (973) 753-7254

Your name: <u>Surajhira, LLC</u>, Your address: <u>15 Wammock Court, Brunswick, GA 31523</u>, Attention; Darshil Patel; Your fax No.: 912-264-4399; Your e-mail address: <u>dp175@me.com</u>

- 17.4 Remedies. Remedies specified in this Agreement are cumulative and do not exclude any remedies available at law or in equity. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement.
- 17.5 Miscellaneous. This Agreement is exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between us and anyone else is for your benefit. The section headings in this Agreement are for convenience of reference only.

- 17.6 Choice of Law; Venue; Dispute Resolution.
- 17.6.1 This Agreement will be governed by and construed under the laws of the State of New Jersey, except for its conflicts of law principles. The New Jersey Franchise Practices Act will not apply to any Facility located outside the State of New Jersey.
- 17.6.2 The parties shall attempt in good faith to resolve any dispute concerning this Agreement or the parties' relationship promptly through negotiation between authorized representatives. If these efforts are not successful, either party may attempt to resolve the dispute through non-binding mediation. Either party may request mediation through the National Franchise Mediation Program, using the procedures employed by the CPR Institute for Dispute Resolution, Inc. We will provide you with the contact address for that organization. The mediation will be conducted by a mutually acceptable and neutral third party. If the parties cannot resolve the dispute through negotiation or mediation, or choose not to negotiate or mediate, either party may pursue litigation.
- 17.6.3 You consent and waive your objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under this Agreement or between we and you.
- 17.6.4 WAIVER OF JURY TRIAL. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE FRANCHISOR, THE FRANCHISEE, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.
- 17.6.5 Any judicial proceeding directly or indirectly arising from or relating to this Agreement shall be considered unique as to its facts and may not be brought as a class action. You and each of the owners of your Equity Interests waive any right to proceed against us by way of class action.
- 17.7 Special Acknowledgments. You acknowledge the following statements to be true and correct as of the date you sign this Agreement, and to be binding on you.
- 17.7.1 You have read our disclosure document for prospective franchisees ("FDD") and independently evaluated and investigated the risks of investing in the hotel industry generally and purchasing this franchise specifically, including such factors as current and potential market conditions, owning a franchise and various competitive factors.
- 17.7.2 You have received our FDD at least 14 days before signing this Agreement or paying any fee to us.
- 17.7.3 Neither we nor any person acting on our behalf has made any oral or written representation or promise to you on which you are relying to enter into this Agreement that is not written in this Agreement or in the FDD. You release any claim against us or our agents based on any oral or written representation or promise not stated in this Agreement

or in the FDD.

- 17.7.4 This Agreement, together with the exhibits and schedules attached, is the entire agreement superseding all previous oral and written representations, agreements and understandings of the parties about the Facility and the Franchise other than the representations set forth in the FDD.
- 17.7.5 You acknowledge that no salesperson has made any promise or provided any information to you about actual or projected sales, revenues, income, profits or expenses from the Facility except as stated in Item 19 of the FDD or in a writing that is attached to this Agreement and signed by us.
- 17.7.6 You understand that the franchise relationship is an arms' length, commercial business relationship in which each party acts in its own interest.
- 17.8 Force Majeure. Neither you nor we shall be liable for loss or damage or deemed to be in breach of this Agreement if the failure to perform obligations results from: (a) windstorms, rains, floods, earthquakes, typhoons, mudslides or other similar natural causes; (b) fires, strikes, embargoes, war, acts of terrorism, or riot; (c) legal restrictions that prohibit or prevent performance; or (d) any other similar event or cause beyond the control of the party affected. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, so long as a remedy is continuously and diligently sought by the affected party, except that no such cause shall excuse payment of amounts owed at the time of such occurrence or payment of Recurring Fees and other amounts due to us subsequent to such occurrence other than a governmental or judicial order prohibiting such payments.
- 17.9 No Right to Offset. You acknowledge and agree that you will not withhold or offset any liquidated or untiquidated amounts, damages or other monies allegedly due you by us against any Recurring Fees or any other fees due us under this Agreement.
- 18. Special Stipulations. The following special stipulations apply to this Agreement and supersede any inconsistent or conflicting provisions. You acknowledge that these stipulations and any changes made to the body of the Agreement at your request or in response to other changes to our form agreement are the product of arms' length negotiations with us and represent mutually agreed, material inducements to enter into this Agreement, beneficial to you and supported by adequate consideration from both parties. These are personal to you and are not transferable or assignable except to a Permitted Transferee.
- 18.1. Combined Fees. Notwithstanding Section 7.1, you will pay a Combined Fee consisting of the Royalty and System Assessment Fee (which is comprised of a Marketing Contribution, Daily Guest Room Charge and Basic Reservation Fee) at the rates set forth in this Section. The Combined Fee excludes commissions and related service charges, guest complaint assessments, Internet and GDS Fees, the Loyalty Program Charge and other similar fees and charges described on Schedule C which must be paid as stated in this Agreement.

- 18.1.1 The Combined Fee shall be five and one half percent (5.5%) of Gross Room Revenues accruing during the first Franchise Year, and
- 18.1.2 The Combined Fee shall be six and one half percent (6.5%) of Gross Room Revenues accruing during the second Franchise Year; and
- 18.1.3 The Combined Fee shall be seven and one half percent (7.5%) of Gross Room Revenues accruing during the third Franchise Year; and
- 18.1.4 The Royalty and System Assessment Fees shall be computed and paid at the rates specified in Section 7.1 on Gross Room Revenues accruing after the third Franchise Year.
- 18.1.5 The rate changes set forth in this Section automatically terminate without notice or opportunity to cure, and the Royalty and System Assessment Fees shall reset to the rates specified in Section 7, if and as of the date (i) a Termination occurs, or we send you a notice of default and you fail to cure the default within the time specified, if any, in the notice of default, or (ii) after you satisfy the Improvement Obligation, the Facility receives a quality assurance inspection score of less than 80% (or its then equivalent) and the Facility fails to achieve a quality assurance inspection score of more than 80% in a re-inspection to be performed not less than 60 days after the initial inspection.
- 18.2 Pre-Opening Liquidated Damages. You acknowledge that the Facility was previously operated as a Ramada guest lodging facility pursuant to a franchise agreement with our affiliate, Ramada Worldwide Inc., and that you owe \$104,000.00 in liquidated damages for the premature termination of that Agreement. RWI has agreed to waive those liquidated damages provided that you execute this Agreement with us for the Facility, and open the Facility as a Travelodge by December 30, 2016. If you fail to satisfy that condition we terminate this Agreement under Section 3 and Schedule D as a result of your failure to meet your conversion obligations, you will be required to pay Liquidated Damages in the amount of \$104,000.00.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement on this 30 day of December 20 16 and agree to be bound by the terms and conditions of this Agreement as of the Effective Date.

WE:

TRAVELODGE HOTELS, INC.

By: Michael Piccola

Michael Piccola

Senior Vice President

YOU, as franchisee: SURAJHIRA, LLC.

By: Darshil Path (Managing) Member

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#### APPENDIX A

#### **DEFINITIONS**

Agreement means this Franchise Agreement.

Application Fee means the fee you pay when you submit your Application under Section 6.

<u>Approved Plans</u> means your plans and specifications for constructing or improving the Facility initially or after opening, as approved by us under Schedule D.

<u>Basic Reservation Fee</u> means the fees set forth in Section 7.1.2 and Schedule C, as modified in accordance with this Agreement for reservation services and other charges.

<u>Casualty</u> means destruction or significant damage to the Facility by act of God or other event beyond your reasonable anticipation and control.

Chain means the network of Chain Facilities.

<u>Chain Facility</u> means a lodging facility we own, lease, manage, operate or authorize another party to operate using the System and identified by the Marks,

<u>Chain Websites</u> means any current or future consumer or business websites, mobile websites or mobile applications that we or our alliliates develop for booking reservations for and/or providing information about Chain Facilities, and any luture equivalent technology.

<u>Condemnation</u> means the taking of the Facility for public use by a government or public agency legally authorized to do so, permanently or temporarily, or the taking of such a substantial portion of the Facility that continued operation in accordance with the System Standards, or with adequate parking facilities, is commercially impractical, or if the Facility or a substantial portion is sold to the condemning authority in lieu of condemnation.

Conference Registration Fee means the fee charged for attendance at the annual Chain conference.

<u>Confidential Information</u> means any trade secrets we own or protect and other proprietary information not generally known to the lodging industry including confidential portions of the System Standards Manual or information we otherwise impart to you and your representatives in confidence. Confidential Information includes all other system standards manuals and documentation, including those on the subjects of employee relations, finance and administration, field operation, purchasing and marketing, the property management system software and other applications software.

<u>Design Standards</u> mean standards specified in the System Standards Manual from time to time for design, construction, renovation, modification and improvement of new or existing Chain Facilities, including all aspects of facility design, number of rooms, rooms mix and configuration, construction materials, workmanship, finishes, electrical, mechanical, structural, plumbing, HVAC, utilities, access, life safety, parking, systems, landscaping, amenities, interior design and decor and

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the like for a Chain Facility.

<u>Directory</u> means any general purpose directory we issue, whether printed, web-based, or issued in another medium, which may list the names and addresses of Chain Facilities in the United States, and at our discretion, other System facilities located outside the United States, Canada and Mexico.

Effective Date means the date we insert in the Preamble of this Agreement after we sign it.

<u>Equity Interests</u> shall include, without limitation, all forms of equity ownership of you, including voting stock interests, partnership interests, limited liability company membership or ownership interests, joint and tenancy interests, the proprietorship interest, trust beneficiary interests and all options, warrants, and instruments convertible into such other equity interests.

Equity Transfer means any transaction in which your owners or you sell, assign, transfer, convey, pledge, or suffer or permit the transfer or assignment of, any percentage of your Equity Interests that will result in a change in control of you to persons other than those disclosed on Schedule B, as in effect prior to the transaction. Unless there are contractual modifications to your owners' rights, an Equity Transfer of a corporation or limited liability company occurs when either majority voting rights or beneficial ownership of more than 50% of the Equity Interests changes. An Equity Transfer of a partnership occurs when a newly admitted partner will be the managing, sole or controlling general partner, directly or indirectly through a change in control of the Equity Interests of an entity general partner. An Equity Transfer of a trust occurs when either a new trustee with sole investment power is substituted for an existing trustee, or a majority of the beneficiaries convey their beneficial interests to persons other than the beneficiaries existing on the Effective Date. An Equity Transfer does not occur when the Equity Interest ownership among the owners of Equity Interests on the Effective Date changes without the admission of new Equity Interest owners. An Equity Transfer occurs when you merge, consolidate or issue additional Equity Interests in a transaction which would have the effect of diluting the voting rights or beneficial ownership of your owners' combined Equity Interests in the surviving entity to less than a majority.

<u>Facility</u> means the Location, together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities. FF&E and related rights, privileges and properties existing or to be constructed at the Location on or after the Effective Date.

FF&E means furniture, fixtures and equipment.

<u>FF&E Standards</u> means standards specified in the System Standards Manual for FF&E and supplies to be utilized in a Chain Facility.

<u>Food and Beverage</u> means any restaurant, catering, bar/lounge, entertainment, room service, retail food or beverage operation, continental breakfast, food or beverage concessions and similar services offered at the Facility.

<u>Franchise</u> means the non-exclusive franchise to operate the type of Chain Facility described in Schedule B only at the Location, using the System and the Mark we designate in Section 1.

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#### Franchise Year means:

- (i) If the Opening Date occurs on the first day of a month; the period beginning on the Opening Date and ending on the day immediately preceding the first anniversary of the Opening Date, and each subsequent one year period; or
- (ii) If the Opening Date does not occur on the first day of a month: the period beginning on the Opening Date and ending on the first anniversary of the last day of the month in which the Opening Date occurs, and each subsequent one year period.

Gross Room Revenues is defined as gross revenues attributable to or payable for rentals of guest (sleeping) rooms at the Facility, including all credit transactions, whether or not collected, guaranteed no-show revenue, net of chargebacks from credit card issuers, any proceeds from any business interruption or similar insurance applicable to the loss of revenues due to the non-availability of guest rooms and any miscellaneous fees charged to all guests regardless of the accounting treatment of such fees. Excluded from Gross Room Revenues are separate charges to guests for Food and Beverage (including room service); actual telephone charges for calls made from a guest room; key forfeitures and entertainment (including Internet fees and commissions); vending machine receipts; and federal, state and local sales, occupancy and use taxes.

<u>Guest Information</u> means any names, email addresses, phone numbers, mailing addresses and other information about guests and customers of the Facility, including without limitation stay information, that either you or we or a person acting on behalf of you, us, or both you and us, receives from or on behalf of the other or any guest or customer of the Facility or any other third party.

Improvement Obligation means your obligation to either (i) renovate and upgrade the Facility, or (ii) construct and complete the Facility, in accordance with the Approved Plans and System Standards, as described in Schedule D.

<u>Indemnitees</u> means us, our direct and indirect parent, subsidiary and sister corporations, and the respective officers, directors, shareholders, employees, agents and contractors, and the successors, assigns, personal representatives, heirs and legatees of all such persons or entities.

<u>Initial Fee</u> means the fee you are to pay for signing this Agreement as stated in Section 6, if the Agreement is for a new construction or conversion franchise.

<u>Liquidated Damages</u> means the amounts payable under Section 12, set by the parties because actual damages will be difficult or impossible to ascertain on the Effective Date and the amount is a reasonable pre-estimate of the damages that will be incurred and is not a penalty.

<u>Location</u> means the parcel of land situated at <u>15 Wammock Court, Brunswick, GA 31523</u>, as more fully described in Schedule A.

Losses and Expenses means (x) all payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnitees, including guest refunds, or (ii) incurred by any and all Indemnitees to investigate, respond to or defend a matter, including without limitation

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investigation and trial charges, costs and expenses, attorneys' fees, experts' fees, court costs, settlement amounts, judgments and costs of collection; and (y) the "Returned Check Fee" we then specify in the System Standards Manual (\$20.00 on the Effective Date) if the drawed dishonors any check that you submit to us.

Maintenance Standards means the standards specified from time to time in the System Standards Manual for repair, refurbishment and replacement of FF&E, finishes, decor, and other capital items and design materials in Chain Facilities.

Marketing Contribution means the fee you pay to us under Section 7.1.2 and Schedule C, as amended, for advertising, marketing, training and other services.

Marks means, collectively (i) the service marks associated with the System published in the System Standards Manual from time to time including, but not limited to, the name, design and logo for "Travelodge" or "Thriftlodge", the "Sleepy Bear" logo and other marks (U.S. Reg. Nos. 1,474,602; 1,869,185; 1,868,724; 1,879,457; 1,539,812; 848,208; 1,868,761; 1,001,682; 1,006,905) and (ii) trademarks, trade names, trade dress, logos and derivations, and associated good will and related intellectual property interests.

<u>Marks Standards</u> means standards specified in the System Standards Manual for interior and exterior Mark-bearing signage, advertising materials, china, linens, utensils, glassware, uniforms, stationery, supplies, and other items, and the use of such items at the Facility or elsewhere.

Minor Renovation means the repairs, refurbishing, repainting, and other redecorating of the interior, exterior, guest rooms, public areas and grounds of the Facility and replacements of FF&E we may require you to perform under Section 3.14.

Minor Renovation Ceiling Amount means \$3,000,00 per guest room.

<u>Minor Renovation Notice</u> means the written notice from us to you specifying the Minor Renovation to be performed and the dates for commencement and completion given under Section 3.14.

Opening Date has the meaning specified in Schedule D.

<u>Operations Standards</u> means standards specified in the System Standards Manual for cleanliness, housekeeping, general maintenance, repairs, concession types, food and beverage service, vending machines, uniforms, staffing, employee training, guest services, guest comfort and other aspects of lodging operations.

<u>Permitted Transferee</u> means (i) any entity, natural person(s) or trust receiving from the personal representative of an owner any or all of the owner's Equity Interests upon the death of the owner, if no consideration is paid by the transferee or (ii) the spouse or adult issue of the transferor, if the Equity Interest transfer is accomplished without consideration or payment, or (iii) any natural person or trust receiving an Equity Interest if the transfer is from a guardian or conservator appointed for an incapacitated or incompetent transferor.

<u>Prototype Plans</u> has the meaning specified in Schedule D for New Construction Facilities.

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<u>Punch List</u> means the list of upgrades and improvements attached as part of Schedule D, which you are required to complete under Section 3.1 and Schedule D.

Reconnection Fee means the fee you pay us when we suspend Central Reservation System service because you default under this Agreement or for any other reason, in the amount specified in Schedule C.

<u>Recurring Fees</u> means fees paid to us on a periodic basis, including without limitation, Royalties, System Assessment Fees, and other reservation fees and charges as stated in Section 7.

Relicense Fee means the fee your transferee pays to us when a Transfer occurs, or the fee you pay to us if you are renewing an existing franchise.

Reinspection Fee means the fee you must pay to us under Section 3.7 if you do not complete your Punch List on time, fail any inspection or do not cooperate with our inspector or inspection System Standards.

Reservation System or "Central Reservation System" means the back end technology platform and applications used by us to accept, store and/or communicate reservations for Chain Facilities. The Reservation System is separate from, but enables, the booking of reservations for Chain Facilities through various distribution channels such as the Chain Websites, the GDS and other distribution channels.

Rooms Addition Fee means the fee we charge you for adding guest rooms to the Facility.

<u>Royalty</u> means the monthly fee you pay to us for use of the System under Section 7.1.1. "Royalties" means the aggregate of all amounts owed as a Royalty.

<u>System</u> means the comprehensive system for providing guest lodging facility services under the Marks as we specify which at present includes only the following: (a) the Marks; (b) other intellectual property, including Confidential Information, System Standards Manual and know-how; (c) marketing, advertising, publicity and other promotional materials and programs; (d) System Standards; (e) training programs and materials; (f) quality assurance inspection and scoring programs; and (g) the Reservation System.

System Assessment Fees means the assessments charged as set forth in Section 7.1.2.

<u>System Standards</u> means the standards for participating in the System published in the System Standards Manual or elsewhere, including but not limited to design standards, FF&E standards, Marks standards, marketing standards, operations standards, technology standards and maintenance standards and any other standards, policies, rules and procedures we promulgate about System operation and usage.

<u>System Standards Manual</u> means the Standards of Operation and Design Manual and any other manual or written directive or communication we issue or distribute specifying the System Standards.

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Taxes means the amounts payable under Section 7.2 of this Agreement.

<u>Technology Standards</u> means standards specified in the System Standards Manual for local and long distance telephone communications services, telephone, telecopy and other communications systems, point of sale terminals and computer hardware and software for various applications, including, but not limited to, front desk, rooms management, records maintenance, marketing data, accounting, budgeting and interfaces with the Reservation System to be maintained at the Chain Facilities.

<u>Term</u> means the period of time during which this Agreement shall be in effect, as stated in Section 5.

Termination means a termination of this Agreement.

<u>Transfer</u> means (1) an Equity Transfer, (2) you assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise without our consent as specified in Section 9, (3) you assign (other than as collateral security for financing the Facility) your leasehold interest in (if any), lease or sublease all or any part of the Facility to any third party, (4) you engage in the sale, conveyance, transfer, or donation of your right, title and interest in and to the Facility, (5) your lender or secured party forecloses on or takes possession of your interest in the Facility, directly or indirectly, or (6) a receiver or trustee is appointed for the Facility or your assets, including the Facility. A Transfer does not occur when you pledge or encumber the Facility to finance its acquisition or improvement, you refinance it, or you engage in a Permitted Transferee transaction.

"You" and "Your" means and refers to the party named as franchisee identified in the first paragraph of this Agreement and its Permitted Transferees.

"We", "Our" and "Us" means and refers to Travelodge Hotels, Inc., a Delaware corporation, its successors and assigns.

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#### **SCHEDULE A**

(Legal Description of Facility)

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#### **SCHEDULE B**

PART I:

YOUR OWNERS:

. .

Ownership

Type of

Office Held

<u>Name</u>

Percentage

Equity Interest

(Title)

**Darshil Patel** 

100%

Member

PART II:

THE FACILITY:

Primary designation of Facility: Travelodge Inn

Number of approved guest rooms: 49

De Initial

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## TRAVELODGE HOTELS, INC. SCHEDULE C April 2016

#### I. System Assessment Fee

The System Assessment Fee includes the Marketing Contribution, the Daily Guest Room Charge and the Basic Reservation Fee. The Marketing Contribution is equal to two percent (2%) of Gross Room Revenues. The Daily Guest Room Charge is ten cents (\$.10) per available guest room per day for the first 100 rooms and five cents (\$.05) per available guest room per day for each additional room of the Facility. The Basic Reservation Fee is 2% of Gross Room Revenues. We reserve the right, in our sole discretion, to increase or modify the System Assessment Fees for all Chain Facilities from time to time to cover costs (including reasonable direct or indirect overhead costs) related to the services and programs referenced in Section 7.1.2 after consultation with the TFAC board

#### ll. Additional Fees

#### A. Loyalty Program Fees

We charge a Loyalty Program Charge for your participation in the Wyndham Rewards or successor guest loyalty program. The Loyalty Program Charge is up to 5% of the Gross Room Revenues accruing from each "Qualified Stay" at the Facility as defined in the Front Desk Guide or any other program rules, which are System Standards. We will proactively match and award members with points or other program currency they earn on Qualified Stays even if they do not present their Wyndham Rewards membership card upon check—in. You will be billed monthly in arrears for points or other program currency awarded to members during the preceding month. If you do not achieve a certain number of Wyndham Rewards valid enrollments every month, you must pay us a Retraining Fee as described in the Front Desk Guide. Currently, the Retraining Fee is \$250. If you do not process a member's points in a timely manner and we must resolve the issue with the member, we will charge you a Loyalty Member Services Administration Fee as described in the Front Desk Guide.

#### B. Customer Care Fee

We will contact you if we receive any guest complaint about you or the Facility and you will be responsible for resolving the complaint to the satisfaction of the guest. We may also contact you, at our discretion, if we become aware of any other complaints about the Facility including complaints which are posted on third-party travel websites, distribution channels, blogs and social networks, or other forums to which you do not respond. If you do not respond to and resolve any complaint to the guest's satisfaction within three business days after we refer it to you, we will charge you a "Customer Care Fee" of up to \$195.00, plus the costs we incur to settle the matter with the guest. The Customer Care Fee is intended only to reimburse us for the costs of complaint handling and is not intended as penalties or liquidated damages. All guest complaints remain subject to indemnification under this Agreement.

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#### C. Best Rate Guarantee Program

You must (i) make available through the Central Reservation System and the Chain Websites room rates equivalent to those you offer to the general public directly or indirectly via third parties that you authorize to offer and sell reservations for the Facility's guest rooms and (ii) participate in the Chain's Best Rate Guarantee Program according to its published requirements. We will also charge you a Processing Fee, currently \$60 to reimburse us for our administrative charges of handling the complaint.

#### D. Reconnection Fee

If we suspend Central Reservation System service because of your default under this Agreement or for any other reason, then you must pay us the Reconnection Fee set forth in the System Standards before we restore service. Currently, the Reconnection Fee is \$4,000.

#### E. Other Fees, Commissions and Charges

You will pay us a fee, as applicable, for reservations for your Facility from certain distribution partners processed through various reservation channels. "GDS Fees" are assessed for qualified reservations processed through any global distribution system ("GDS") or through any Internet website or other booking source powered by a GDS. "Internet Booking Fees" are assessed for qualified reservations processed through an Internet website connected through an alternate distribution system. "Third Party Channel Fees" are assessed for qualified reservations coming from our partners directly or indirectly to our distribution platform. We will establish the amount of the GDS. Internet Booking Fees, and Third Party Channel Fees from time to time based on the fees these channels charge us and/or our own costs (including overhead) for providing these services. Some of our distribution partners may charge a commission on reservations you receive through these reservation channels and, if we pay such commission on your behalf, you will reimburse us and pay our service charge of up to 1.5% of commissionable revenue. Upon written notice to you, we may alter, change, modify, remove or add new fees as existing reservation channels are modified or partners are added to existing channels or new reservation channels are established.

You will also pay commissions for (a) reservations booked by "Agents" and/or (b) qualified reservations consumed by members of affinity groups and organizations that participate in our Member Benefits program. You must pay our service charge of up to 1.5% of commissionable revenue. "Agents" include, but are not limited to, travel agents, on-line travel and referral websites, travel consortia, travel management companies, and global sales agents. These payments may go to the Agent, affinity group or organization in whole or a portion of the payment may be allocated to various marketing activities and/or to our Global Sales Organization to offset its administrative and overhead costs for supporting the Member Benefit Program and other programs that generate room nights at Chain Facilities.

Under our Wyndham Referral Rewards Program, Chain Facilities may receive leads from other Chain Facilities, facilities of our affiliates and employees of Wyndham Worldwide Corporation (WWC). For this business, we or an affiliate charge you a sales commission of 10%

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of the Gross Room Revenues on qualifying reservations referred to you by another Chain Facility, a facility of an affiliate or an employee of WWC. We or our affiliate pays 7% of the sales commission when the referring party is a Chain Facility or a facility of an affiliate and 6% of the sales commission when the referring party is an employee of WWC. The remaining 3% and 4%, as applicable, is distributed to our Global Sales Organization to offset its administrative and overhead costs for supporting the Wyndham Referral Rewards Program.

#### F. MyRequest

We may charge you a fee for providing telephone support and assistance in connection with such services which is otherwise available to you through the MyRequest Portal (e.g., rate, inventory and content management requests in our central reservation system). Currently, this fee is \$20.00 per telephone call.

We may change, modify or delete Additional Fees for existing services and programs and add new Additional Fees for new services, programs and distribution channels at any time upon not less than thirty (30) days\* written notice.

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### SCHEDULE D ADDENDUM FOR CONVERSION FACILITIES

This Addendum applies if you are converting an existing guest lodging facility to a Travelodge Facility.

#### 1. YOUR IMPROVEMENT OBLIGATION:

- 1.1 Improvements. You must select and acquire the Location and acquire, equip and supply the Facility in accordance with System Standards. You must provide us with proof that you own or lease the Facility before or within 30 days after the Effective Date. You must maintain control of the Facility consistent with such documentation during the Term. You must begin renovation of the Facility no later than thirty (30) days after the Effective Date. The deadline for completing the pre-opening phase of conversion and the renovations specified on any Punch List attached to this Schedule D is ninety (90) days after the Effective Date. All renovations will comply with System Standards, any Approved Plans, and the Punch List. Your general contractor or you must carry the insurance required under this Agreement during renovation. You must complete the pre-opening renovation specified on the Punch List before we consider the Facility to be ready to open under the System. You must continue renovation and improvement of the Facility after the Opening Date if the Punch List so requires. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if (1) you do not commence or complete the pre-opening or post-opening improvements of the Facility by the dates specified in this Section, or (2) you prematurely identify the Facility as a Chain Facility or begin operation under the System name described in Schedule B in violation of Section 1.3 below and you fail to either complete the pre-opening Improvement Obligation or cease operating and/or identifying the Facility under the Marks and System within five days after we send you written notice of default. Time is of the essence for the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. You will pay us a non-refundable extension fee of \$2.00 per room for each day of any extension of the deadline for completing pre-opening improvements. This fee will be payable to us after each 30 days of the extension. You will pay us the balance of the extension fee outstanding when the Facility opens under the System 10 days after the Opening Date. You must also pay us the Reinspection Fee described in Section 3.7 if you fail to complete any Improvement Obligation by the deadline established in the Punch List and our representatives must return to the Facility to inspect it. We may grant you an extension of time to complete the items on your Punch List in our sole discretion. The grant of an extension to perform your Improvement Obligation will not waive any other default existing at the time the extension is granted.
- 1.2 Improvement Plans. You will create plans and specifications for the work described in Section 1.1 of this Schedule D (based upon the System Standards and this Agreement) it we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, contractors or the like. Our review does not cover technical, architectural or engineering factors, or compliance with federal, state or local laws, regulations or code requirements. We will not be

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liable to your lenders, contractors, employees, guests, others or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material variation from Approved Plans requires our prior written approval. You may purchase furniture, fixtures, equipment and other supplies that you may need during renovation of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain items from a supplier other than an Approved Supplier, we will charge you a Custom Interior Design Review Fee, currently \$5,000. This fee will be assessed for our review of custom interior design drawings which you must submit to us to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We inspect the work while in progress without prior notice.

- 1.3 Pre-Opening. You may identify the Facility as a Chain Facility prior to the Opening Date, or commence operation of the Facility under a Mark and using the System, only after first obtaining our written approval or as permitted under and strictly in accordance with the System Standards Manual. If you identify the Facility as a Chain Facility or operate the Facility under a Mark before the Opening Date without our express written consent, then in addition to our remedies under Section 1.1 of this Schedule D and Sections 11.2 and 11.4 of the Agreement, you will begin paying the Royalty to us, as specified in Section 7.1 from the date you identify or operate the Facility using the Mark. We may delay the Opening Date until you pay the Royalty accruing under this Section.
- 1.4 Integration Services. In addition to the above, we will provide the following "Integration Services" to assist you in opening the Facility. We will provide training through various on-line courses on subjects such as quality assurance, Wyndham Hotel Group Resources, housekeeping, preventative maintenance, customer service, and the RFP process. A member of our field team will also assist with property operations topics including Systems Standards, using the Chain's intranet site and revenue management concepts. We will deliver to you initial property supplies. as determined by us in our reasonable discretion, of certain Mark-bearing guest room products. We will arrange to have digital photographs taken of the Facility in accordance with System Standards which will be suitable for posting on our Chain Websites, third party travel websites and various marketing media and will be owned by us. If we allow you to open the Facility before your installation of permanent signage, we will arrange for one of our approved suppliers to provide temporary exterior signage for the Facility in the form of a Mark-bearing bag to cover your primary free standing sign. If you install permanent signage from an approved supplier for the Facility on or before the Opening Date, or if within thirty (30) days of the Opening Date, you sign a quote and pay the required deposit for permanent signage from the vendor assigned to provide temporary signage for the Facility, we shall issue you a credit of \$1,000 against the Integration Services Fee. We will provide orientation training for your general manager as set forth in Section 4.1 of the Agreement if he/she attends the training by the deadline set forth in Section 4.1. We will purchase search terms that are not associated with the Chain, but instead with the Facility's city or local attractions, and banner ads for the Facility on third party travel websites.

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1.5 Integration Services Fee. You will pay a non-refundable "Integration Services Fee" of \$8,200.00 on or before the Opening Date.

#### 2. DEFINITIONS:

<u>Opening Date</u> means the date on which we authorize you to open the Facility for business identified by the Marks and using the System.

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## SCHEDULE D ADDENDUM FOR CONVERSION FACILITIES

[Punch List Attached.]

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#### **GUARANTY**

To induce TRAVELODGE HOTELS. INC., its successors and assigns ("you") to sign the Franchise Agreement (the "Agreement") with the party named as the "Franchisee," to which this Guaranty is attached, the undersigned, jointly and severally ("we, "our" or "us"), irrevocably and unconditionally (i) warrant to you that Franchisee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Franchisee's obligations under the Agreement, including any amendments, will be punctually paid and performed.

Upon default by Franchisee and notice from you we will immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. We waive notice of amendment of the Agreement. We acknowledge that Section 17 of the Agreement, including Remedies, Venue, and Dispute Resolution and WAIVER OF JURY TRIAL applies to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

**GUARANTORS:** 

Parshil Pathl

Name: Darshil Patel

Address:15 Wammock Court, Brunswick, GA 31523

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## EXHIBIT B

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#### **GUARANTY**

To induce TRAVELODGE HOTELS, INC., its successors and assigns ("you") to sign the Franchise Agreement (the "Agreement") with the party named as the "Franchisee," to which this Guaranty is attached, the undersigned, jointly and severally ("we, "our" or "us"), irrevocably and unconditionally (i) warrant to you that Franchisee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Franchisee's obligations under the Agreement, including any amendments, will be punctually paid and performed.

Upon default by Franchisee and notice from you we will immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. We waive notice of amendment of the Agreement. We acknowledge that Section 17 of the Agreement, including Remedies, Venue, and Dispute Resolution and WAIVER OF JURY TRIAL applies to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

GUARANTORS:

Varsul Part

Address: 15 Wammock Court, Brunswick, GA 31523

# EXHIBIT C



Compliance Department 22 Sylvan Way Parsippany, New Jersey 07054 Ph (973) 753-6000 fax (800) 880-9445

August 9, 2017

#### **VIA 2-DAY DELIVERY METHOD**

Mr Darshil Patel Surajhira, LLC 15 Wammock Court Brunswick, GA 31523

Re: NOTICE OF OPERATIONAL DEFAULT relating to the Franchise Agreement, dated December 30, 2016, (the "Agreement") between Surajhira, LLC ("you" or "your") and Travelodge Hotels, Inc ("we," "our" or "us") relating to Travelodge® Unit #25633-04620-04 located in Brunswick, GA (the "Facility")

Dear Mr Patel

We write to give you formal notice that you are in default (the "Notice") under the Agreement. We have received an email, dated July 5, 2017, from a representative of the Glynn County Environmental Health Department, which indicates that the Facility is in violation of numerous health code provisions. Furthermore, we have been advised that the pool is in poor condition and that you have been instructed to close the pool as result of these conditions. Additionally, we received information that your dumpster area has trash, construction debris and standing water on the ground.

We remind you that Section 3.2 of the Agreement reads as follows "You will operate and maintain the Facility continuously after the Opening Date on a year-round basis as required by System Standards and offer transient guest lodging and other related services of the Facility (including those specified on Schedule B) to the public in compliance with the law and System Standards. You will keep the Facility in a clean, neat, and sanitary condition." Your violation of the above conditions at the Facility constitutes a default of your obligations under Section 3.2 of the Agreement.

If you do not cure this default within thirty (30) days of this Notice, the Agreement will be subject to termination. This Notice does not modify, replace or affect any default under the Agreement, or default and termination notices, if any, from us or any of our affiliates regarding the Facility.

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WYNDHAM





















Mr Darshil Patel August 9, 2017 Page Two

We expect you will take this opportunity to cure this default. If you have any questions regarding your default or how it can be cured, please contact me at 973-753-7546

Sincerely yours,

Suzanne Fenumore Senior Director

**Contracts Compliance** 

cc Keri Putera

Michael Piccola

Joe Maida



Tracking Number 1222445X0299685634 Transaction Date 09 Aug 2017 ADDRESS INFORMATION Ship To Ship From Return Address SEE WHEN LEC Wyndham Hotel Group 77 Wynah milliotel Group 27 Sylvan Destri Pari 15 Westernock Ct Sylvin 16-n i Dinithersky 22 Wiven Way 22 Sylvan Way
Partipp any N10/051
Tall places 273 753 7736
a molel to dimisheyskyOwynic BRUNSWICK CA 315734137 Telephoni 11043867 2799 Pirsippany NI 07055

Telephone 973 755 7736 email eli na danishevsky@wyn.com PACKAGE INFORMATION WEIGHT DIMENSIONS / PACKAGING DECLARED VALUE REFERENCE NUMBERS Letter **UPS** Letter Reference # 1 - 006 1696 (Letter billable) UPS SHIPPING SERVICE AND SHIPPING OPTIONS Service UPS 20st Day As Ind of Day Inday Aug 11 7017 Guaranteed By Shipping Fees Subtotal 20 69 USD Transportation 19 76 USD **Fuel Surcharge** 011 UVD PAYMENT INFORMATION Shipper's Account 724451 Bill Shipping Charges to **Shipping Charges** A discount has been applied to the Daily rates for this shipment **Negotiated Charges** 7 49 050 **Subtotal Shipping Charges** 749 050 7 49 050 **Total Charges** 

Note. This document is not an invoice. Your final invoice may vary from the displayed reference rates

<sup>\*</sup> For delivery and guarantee information, see the UPS Service Guide ((0)). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

# **EXHIBIT D**



Compliance Department 22 Sylvan Way Parsippany, New Jersey 07054 Ph (973) 753-6000 fax (800) 880-9445

gust 17, 2017

**VIA 2 DAY DELIVERY METHOD** 

Darshil Patei ajhira, LLC Wammock inswick, GA 31523

> NOTICE OF MONETARY DEFAULT relating to Travelodge® Unit #25633-04620-04 located in Brunswick, GA (the "Facility")

ar Mr Patel

rite on behalf of Fravelodge Hotels, Inc., (\* we," "us," or "our") regarding the Franchise Agreement dated December 2016, between Surathira, LLC, ("you" or your") and us (the "Agreement") We write to give you formal notice you are in default under the Agreement

c Agreement requires you to timely pay us the Recurring Fees and other charges relating to your operation of the cility under the System Our l'inancial Services Department advises us that as of August 16, 2017, your account is It due in the amount of \$52,580 62. We have enclosed an itemized statement detailing the fees past due. Under the reement, you have ten (10) days to pay this amount to us in order to cure your default. If you do not pay this amount thin the time permitted, we reserve all rights under the terms of the Agreement including but not limited to mination of the Agreement and your right to operate in the Days Inn System

is Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination lices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps mitted under the Agreement because of your default

e hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your fault or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822

cęrely yours,

Maida

rector

intracts Compliance

closure

Keri Putera Dianna Bayas Michael Piccola Suzanne Fenimore































# ITEMIZED STATEMENT

Report Date 16-Aug-2017

16-Aug-2017 25633-04620-04-TRA As of Date (DD-MMM-YYYYY)

No Bankrupicy Siles No Calegory Group Customer No Calegory Set Bankruptcy **Group No** Disputed

25633-04620-04-TRA Yes Finance Charges Included Customer No Address

15 Wammock CI ,BRUNSWICK GA 31523,US 16-Aug-2017 As of Date

Total Charges Finance Amount Billing Accrued Description Invoice Date Involce No. Mon-Year

12.76 0.63

885

RETRAINFEE-MAR2017-0 WR GUEST SATISFACTION GUEST SRVCS\_TRANSACTION.

03/31/2017 03/23/2017 03/23/2017

103136 10938293 10938628

MAR-2017

			CHARGE					
of 6)	10939114	03/23/2017	WR GUEST SATISFACTION		57 69	000	3 17	60 86
	10939379	03/30/2017	GUEST SRVCS TRANSACTION		160 09 160 00	38	3 1/ 8 24	50 65 168 24
	10939460	03/30/2017	CHARGE GUEST SRVCS TRANSACTION		160 00	00 0	8 24	168 24
	10939542	03/30/2017	CHARGE GUEST SRVCS TRANSACTION		160 00	000	8 24	168 24
	10030505	7102/02/07	CHARGE WRIGHEST SATISFACTION		57 60	900	2 97	99
	10939677	03/30/2017	WR GUEST SATISFACTION		8 8 8 8	38		36.41
	10939861	03/30/2017	WR GUEST SATISFACTION		11 54	000	0 59	12 13
	10939914	03/30/2017	GUEST SRVCS TRANSACTION CHARGE		160 00	000	8 24	168 24
	10940060	03/30/2017	GUEST SRVCS TRANSACTION		160 00	00 0	8 24	158 24
	10940068	03/30/2017	WR GUEST SATISFACTION		11 54	000	0 59	12 13
	10940376	03/30/2017	WR GUEST SATISFACTION		<b>%</b>	000	0 59	12 13
	1705308	03/21/2017	GDS & INTERNET BKGS		23 20	000	130	24 50
	43816244	03/31/2017	Accuse-1211A-TIMA	•	08 7 70 1	88	20 PG 92	1,502,33
	TA0705308	03/21/2017	T/A COMMISSIONS		8 80	88	0 29	529
	TC0705308 TM0705308	03/21/2017	T/A COMM SERVICE CHG MEMBER BENEFIT COMM		252 1176	000	0 15 66	267
								25.31
				SUD TOTAL	4,630.28	00.0	238 64	4,868 92
					;	;	į	
APR-2017	103210 10940602	04/30/2017	RETRAINFEE-APR2017-0 WR GUEST SATISFACTION		250 00 23 08	88	901	259 01
	10940869	04/06/2017	GUEST SRVCS TRANSACTION		160 00	000	7 68	167 68
		1,000,000	CHARGE		0			i
	10941368	04/06/2017	GUEST SRVCS TRANSACTION		160 00 160 00	36	4 31 7 68	94 24 167 68
2			CHARGE			•	,	: : :
	10941401	04/06/2017	GUEST SKYCS TKANSACTION CHARGE		160 00	00 0	7 68	167 68
	10941553	04/06/2017	GUEST SRVCS TRANSACTION		160 00	000	7 68	167 68
	10041800	04/06/2017	CHARGE WATISEACTION		67 69	8	27.6	60.46
	10941602	04/06/2017	WR GUEST SATISFACTION		57 69	800	277	80 46 60 46
	10941949	04/13/2017	WR GUEST SATISFACTION		23 08	000	103	24 11
	10942725	04/13/2017	GUEST SRVCS TRANSACTION		160 00	000	7 12	167 12
	10943497	04/20/2017	WR GUEST SATISFACTION		57 69	000	2.37	90 09
	10943678	04/20/2017	GUEST SRVCS TRANSACTION		160 00	000	6 56	166 56
	10044704	710012010	CHARGE GLIEST SPICS TRANSACTION		9	9	č	90
	10844701	04/2/12017	CHARGE		00 001	300	250	00 001
	10944769	04/27/2017	WR GUEST SATISFACTION		57 69	000	2 16	59 85
	10944868	04/27/2017	GUEST SRVCS TRANSACTION		160 00	00 0	9 00	166 00
	10945181	04/27/2017	WR GUEST SATISFACTION		57 69	00 0	2 16	50.05
	1711706	04/13/2017	GDS & INTERNET BKGS		28 00	000	2 58	60 58
	27099131	04/22/2017	WYNREWARDS 5% WYNREWARDS BONUS		242 75 7 50	000	971	252 46 7 BO
	Z 22250				3	3	2	8
							Page 2 of 4	

Mon-Year,	involce No ,	Involce Date	Description	Accrued	Billing	Amount Tex	- Finance Charges	Total
	27100498 43841627 43841633 TC0741706 TM0711706	04/22/2017 04/30/2017 04/30/2017 04/13/2017	WYNREWARDS BONUS Accual-1000A-ROYALTY FEE Accual-1211A-TIMA T/A COMM SERVICE CHG MEMBER BENEFIT COMM		5 00 1 618 65 924 94 11 15 70 14	00000	021 5827 3330 050 312	521 167692 95824 1165
				Sub Total	4,892 67	000	192 09	5,084 76
AY-2017	103372 10945596 10945765	05/31/2017 05/04/2017 05/04/2017	RETRAINFEE-MAY2017-0 WR GUEST SATISFACTION GUEST SRVCS TRANSACTION CHARGE		250 00 11 54 160 00	000	3 25 0 39 5 44	253 25 11 93 165 44
	10946285 10946285	05/04/2017 05/04/2017 05/25/2017	GUEST SRVCS TRANSACTION CHARGE WR GUEST SATISFACTION WR GUEST SATISFACTION		160 00 23 08 57 69	0 00	5 44 0 79 1 36	165 44 23 87 59 05
	1717937 27101899 4386450 4386451 TA0717937 TC0717937	05/12/2017 05/22/2017 05/31/2017 05/31/2017 05/12/2017	GDS & INTERNET BKGS WYNREWARDS 5% Accrual-1000A-ROYALTY FEE Accrual-1211A-TIMA T/A COMMISSIONS MEMBER RENEET COMM	••	702 20 95 32 1,546 55 883 74 16 77 10 10	888888	21 06 2 38 31 71 18 12 0 50 0 50	723 26 97 70 1,578 26 901 86 17 27 10 33
				Sub Total	3,952 48	00 0		4,044 28
IN-2017	103500 10951490 10951748	06/30/2017 06/01/2017 06/01/2017	RETRAINFEE-JUNZ017-0 WR GUEST SATISFACTION GUEST SRVCS TRANSACTION CHARGE		250 00 57 69 160 00	000	0 00 0 72 2 00	250 00 58 41 162 00
	10952103 10952152 1095259 10952601 10953831	06/01/2017 06/01/2017 06/01/2017 06/08/2017	GUEST SRVCS TRANSACTION CHARGE WR GUEST SATISFACTION WR GUEST SATISFACTION WR GUEST SATISFACTION GUEST SRVCS TRANSACTION	3	160 00 57 69 57 69 23 08 160 00	0 0000	2 00 0 72 0 72 0 21	162 00 58 41 23 29 161 44
	10954332 10954699 10957645	06/15/2017 06/15/2017 06/29/2017	CHARGE GUEST SRVCS TRANSACTION CHARGE GUEST SATISFACTION GUEST SRVCS TRANSACTION	2	160 00 105 68 160 00	0 00	0 88 0 58 0 00	160 88 106 26 160 00
	10957691 1724322 27102198 27102201 31308653 43892677 170724322		CHARGE WR GUEST SATISFACTION GDS & INTERNET BKGS WYNREWARDS BONUS WYNREWARDS 5% WYNREWARDS 5% Accual-1000A-ROYALTY FEE Accual-111A-TIMA	• •	11 54 510 00 10 00 70 50 1,708 84 976 48	88888888	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	11 54 514 34 10 02 70 64 50 33 1,718 24 981 85
	TC0724322 TM0724322	06/09/2017 06/09/2017	TIA COMM SERVICE CHG MEMBER BENEFIT COMM		29 02	88	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	7 20 29 27

52,580 62

2,839 38

90 00

49,651 24

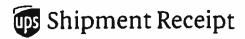
**Grand Total** 

4,772 15	250 00 154 70 175 18 10 00 50 00 1,990 73 1,137 56 4 50	11 111,8
29 33	000000000000000000000000000000000000000	000
00 0		00 0
4,742 82	250 00 154 70 175 18 10 00 50 00 1,990 73 1 137 56 4 50	3,777 17
Sub Total		Sub Total
	RETRAINFEE-JUL2017-0 GDS & INTERNET BKGS WYNREWARDS 5% WYNREWARDS BONUS WYNREWARDS ADMINFEE Accual-1000A-ROYALTY FEE Accual-12114-TIMA 17A COMMISSIONS MEMBER BENEFIT COMM	
	07/31/2017 07/18/2017 07/22/2017 07/10/2017 07/10/2017 07/18/2017 07/18/2017	
	103597 1730904 27105064 27105162 31316570 43918518 43918518 TA0730904 TM0730904	
of 6)	JUL-2017	

(Page 5

Requested By Melanie Barbarula

Please note the accruals on your account are estimates
 Make sure to promptly submit your actual gross room revenue and rooms sold



Transaction Date 17 Aug 2017

Tracking Number

1Z22445X0298269014

(1) ADDRESS INFORMATION

Ship To

Ship From
WyndhamHolel Group 22

Return Address Wyndram Holet Group 72 Sylvan Melanie Barbarula

Air Darshil Patel 15 Wammock BRUNSWICK GA 515234157

Sylvan Melanir Barbarula 72 Sylvan Way Paruppany NJ 0705 I

72 Sylv in Way Parsippany N1 07054

Paruppany NJ 0705 1 Teluphone 973-753 EL 10 email melanie barbarulagwyn co Telephone 973 753 8 | 40 email melane bybarul sawyn com

m

**2** PACKAGE INFORMATION

Γ	WEIGHT	DIMENSIONS / PACKAGING	DECLARED VALUE	REFERENCE NUMBERS	Г
1	 Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696 Reference # 2 - 25633 04620 04	

#### UPS SHIPPING SERVICE AND SHIPPING OPTIONS

Service

UPS 2nd Day Air

Guaranteed By

End of Disy Mond ey Aug 71 2017

**Shipping Fees Subtotal** 

20 73 USD Additional Shipping Options

Transportation

1970 ISD Quantum View Notify E-mail Notifications

Fuel Surcharge 1031/50 1 melanc publishapwyn com Delveriy

No Charge

#### **4** PAYMENT INFORMATION

**Bill Shipping Charges to** 

Shipper's Account 77 145X

Shipping Charges

70 71 USD

A discount has been applied to the Daily rates for this shipment

**Negotiated Charges** 

7 50 USD

**Subtotal Shipping Charges** 

7 50 USD

Total Charges

7 50 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates

For delivery and guarantee information see the UPS Service Guide ((0)) To speak to a customer service representative call 1-800 PICK UPS for domestic services and 1-800 782-7892 for international services

## **EXHIBIT E**



Compilance Department 22 Sylvan Way Parsippany, New Jersey 07054 Ph (973) 753-6000 fax (800) 880-9445

November 3, 2017

#### **VIA 2-DAY DELIVERY METHOD**

Mr. Darshil Patel Surajhira, LLC 15 Wammock Court Brunswick, GA 31523

Re: NOTICE OF CONTINUING OPERATIONAL DEFAULT relating to the Franchise Agreement, dated December 30, 2016, (the "Agreement") between Surajhira, LLC ("you" or "your") and Travelodge Hotels, Inc. ("we," "our" or "us") relating to Travelodge® Unit #25633-04620-04 located in Brunswick, GA (the "Facility")

Dear Mr. Patel:

We write to give you formal notice that you remain in default (the "Notice") under the Agreement. We have received emails, dated July 5, 2017 and October 20, 2017, from a representative of the Glynn County Environmental Health Department, which indicate that the Facility is in violation of numerous local health code provisions and that several rooms have been closed due to mold or other infestations. Furthermore, we have been advised that your pool is in poor condition and that you have been instructed to close the pool as result of these conditions.

As you recall, we sent you a Notice of Operational Default on August 9, 2017, regarding your violations of numerous health code provisions at the Facility. To date, you have failed to respond to us, in writing, to address the issue. Furthermore, we have since received several more complaints from Glynn County Environmental Health Department advising us that you are still in violation of numerous health code provisions.

We remind you that Section 3.2 of the Agreement reads as follows: "You will operate and maintain the Facility continuously after the Opening Date on a year-round basis as required by System Standards and offer transient guest lodging and other related services of the Facility (including those specified on Schedule B) to the public in compliance with the law and System Standards. You will keep the Facility in a clean, neat, and sanitary condition." Your violation of the above conditions at the Facility constitutes a default of your obligations under Section 3.2 of the Agreement.

If you do not cure this default within thirty (30) days of this Notice, the Agreement will be subject to termination. This Notice does not modify, replace or affect any default under the Agreement, or default and termination notices, if any, from us or any of our affiliates regarding the Facility.

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(Page Casse 2º18-cv-10510-KM-CLW Document 1 Filed 06/13/18 Page 71 of 100 PageID: 71

Mr. Darshil Patel November 3, 2017 Page Two

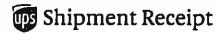
We expect you will take this opportunity to cure this default. If you have any questions regarding your default or how it can be cured, please contact me at 973-753-7546.

Sincerely yours,

Suzante Fenimore
Senior Director
Contracts Compliance

cc: Keri Putera

Michael Piccola Joe Maida



Transaction Date: 03 Nov 2017 Tracking Number: 1222445X0297626997

① ADDRESS INFORMATION

Ship Ta; Sanajima, 11C Carshi Katel 15 Warment CL HRBHWICK GA J15734137

Talephane, (404) 867-2975

Ship From:

Heru Davelayely 72 Sylvan Way Parapany HI 070% 1elephone 973-753-7730 Return Address: Wyndrum Hatel Graup - 77 Splven Hera Carriboutly

Taxis May
For signary til 17754
Frisippany til 17754
Frisphany 7,5-75,5-77,56 erstal viena glansheyskylin

2 PACKAGE INFORMATION

WEIGHT DIMENSIONS / PACKAGING DECLARED VALUE REFERENCE NUMBERS **UPS** Letter Reference # 1 - 006-1696 (Letter billable)

**3** UPS SHIPPING SERVICE AND SHIPPING OPTIONS

Service:

LIPS 2mil Day Ar

Guaranteed By:

Lind of Day Tuesday, Nov 7, 2017

Shipping Fees Subtotal:

Transportation

19 70 IND

LISTED **Fuel Surcharge** 

PAYMENT INFORMATION

818 Shipping Charges to:

Shipping Charges: A discount has been applied to the Dally rates for this shipment

7,54 USD

**Subtotal Shipping Charges:** 

**Total Charges:** 

**Negotlated Charges:** 

7.54 USD 7.54 UED

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

\* For delivery and guarantee information, see the UPS Service Guide ({0}). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

https://www.campusship.ups.com/cship/create?ActionOriginPair=default PrintWindow... 11/3/2017

## **EXHIBIT F**



Compliance Department 22 Sylvan Way Parsippany, New Jersey 07054 Ph (973) 753-6000 fax (800) 880-9445

November 9, 2017

**VIA 2 DAY DELIVERY METHOD** 

Mr. Darshil Patel Surajhira, LLC 15 Wammock Court Brunswick, GA 31523

Re: NOTICE OF CONTINUING MONETARY DEFAULT relating to Travelodge®

Unit #25633-04620-04 located in Brunswick, GA (the "Facility")

Dear Mr. Patel:

I write on behalf of Travelodge Hotels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated December 30, 2016, between Surajhira, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on August 17, 2017, we sent you a default notice because of your failure to meet your financial obligations to us. That notice required you to cure the default within ten (10) days. However, you did not cure your default within the time permitted.

As you no doubt recall, the Agreement provides you with certain rights and benefits that in return, require you to cure any defaults under the Agreement within the time permitted. We remind you that if you fail to cure your default timely, your Combined Fees will expire automatically at the end of the cure period. You will then be obligated to perform your responsibilities under the Agreement for the remainder of the term.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of ten (10) days from the date of this letter to cure your default. Please be advised that as of November 8, 2017, your account is now past due in the amount of \$62,880.45. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

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WYNDHAM GRAND

WYNDHAH

WYNDHAM





















Mr. Darshil Patel November 9, 2017 Page Two

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Joe Maida Director

Contracts Compliance

Enclosure

cc: Keri Putera

Dianna Bayas Michael Piccola Suzanne Fenimore

## **ITEMIZED STATEMENT**

Report Date: 06-Nov-2017

08-Nov-2017 25633-04620-04-TRA

No Bankrupicy Sites No Yes As of Date (DD-MMM-YYYY)
Customer No
Category Set
Category Group
Group No
Bankruptcy

15 Warmock Ct., BRUNSWICK, GA,31523,US 08-Nov-2017 25633-04620-04-TRA Finance Charges Included Customer No Address As of Date

Mon-Year	Involca No.	Invoice Date	Description	Accused	. Billing	Amount	Finance Charges	Total
DEC-2016	31238243	12/31/2016	TRAINING ACCESS FEE		60.00	0.00	7.59	67.59
				Sub Total:	60.00	0.00	7.59	67.59
JAN-2017	31238920	01/05/2017	IFF PROM NOTE		7.600.00	0.00	942.40	B.542.40
	31239921	01/05/2017	INTEGRATION ELO		1,800.00	000	223.20	2,023,20
	31230922	01/05/2017	INTEGRATION ONBOARD		3,000.00	00.0	372.00	3,372,00
	31239923	01/05/2017	INTEGRATION PHOTOS		1,900.00	0.0	235.60	2,135,60
	31239924	01/05/2017	INTEGRATION SIGNAGE		1,000.00	90.00	131.44	1.191.44
	31239825	01/05/2017	INTEGRATION AMENITY		200.00	30.00	65.74	585.74
	43766330	01/31/2017	Accusi-1000A-ROYALTY FEE	•	744.66	0.0	82.65	827.31
	43768331	01/31/2017	Accrual-1211A-TIMA	•	425.52	0.00	47.24	472.76
				Sub Total:	16,970.18	80.00	2,100.27	19,160.45

				_				
FEB-2017	102934	02/26/2017	RETRAINFEE-FEB2017-0		250.00	00.0	24.27	274.27
	10932969	02/08/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	17.12	177.12
	10833380	02/08/2017	WR GUEST SATISFACTION		75.1.	000	123	12.77
	27096138	02/22/2017	WYNREWARDS 5%		2.50	0.0	0.26	2.76
	31251675	02/06/2017	AKLA FEE		96.00	000	000	96.00
	43775278	1102/82/20	7857A-IFF PROM NOTE		7,600.00	0.00	737.20	8,337,20
	43780112	02/28/2017	Accrual-1000A-ROYALTY FEE	•	1,593.20	000	154,53	1.747.73
	43789113	02/28/2017	Accruel-1211A-TIMA	•	910.40	0.00	88.32	996.72
				Sub Total:	10,625,64	00'0	1,022.93	11,648.57
MAR-2017	103136	03/31/2017	RETRAINFEE-MAR2017-0		250.00	0.00	20.39	270.39
	10938293	03/23/2017	WR GUEST SATISFACTION		11.54	000	0.98	12.52
	10938628	03/23/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	13.68	173.68
	10936918	1102/23/20	GUEST SRVCS TRANSACTION		160.00	000	13.68	173.68

Page 1 of 5

i

invoice No.	Invoice Date	Description	Accrued	Billing	Amount	Finance Charges	Total
	03/23/2017	CHARGE WR GUEST SATISFACTION WR GUEST SATISFACTION		57.69 57.89	0.00	4.93	62.62
	03/30/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	000	13.12	173.12
	03/30/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	13.12	173.12
	03/30/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	13.12	173.12
	03/30/2017	WR GUEST SATISFACTION		57.69	0.0	4.73	62.42
	03/30/2017	WR GUEST SATISFACTION		1.5	88	36	12.48
	03/30/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	000	13.12	173.12
	03/30/2017	GUEST SRVCS TRANSACTION CHARGE		180.00	0.00	13.12	173.12
	03/30/2017	WR GUEST SATISFACTION		11.54	0.00	0.94	12.48
	03/30/2017	WR GUEST SATISFACTION GIDS & INTERNET BRGS		11.54	8 6	9 9 6	12.48
	03/31/2017	Accuse-1000A-ROYALTY FEE	•	1,886.15	800	153.73	2,039.88
	03/31/2017	Accust-1211A-TIMA T/A COMMISSIONS	•	1,077.80	86	87.86	1,185.66
	03/21/2017	T/A COMM SERVICE CHG MEMBER BENEFIT COMM		2.52	00.0	0.23	275
			Sub Total:	4,630.28	0.00	379.89	5,010.17
	1.00000170	0 + 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0					
	04/06/2017	WR GUEST SATISFACTION		23.08	800	40.01 E8.4	266.64
	04/06/2017	GUEST SRVCS TRANSACTION		160.00	000	12.58	172.58
	04/06/2017	GUEST SATISFACTION GUEST SRVCS TRANSACTION		89.93 00.00	000	7.05	96.98
	04/06/2017	CHARGE GUEST SRVCS TRANSACTION		160,00	0.00	12.58	172.56
	04/06/2017	CHARGE GUEST SRVCS TRANSACTION		160.00	000	12.56	172 54
		CHARGE					
	04/06/2017	WA GUEST SATISFACTION		57.69	8 6	4.53	62.22
	04/13/2017	WR GUEST SATISFACTION		23.08	0.00	1.74	24.82
	71775140	GUEST SKYCS TRANSACTION CHARGE		160.00	000	12.00	172.00
	04/20/2017	WR GUEST SATISFACTION GUEST SRVCS TRANSACTION		57.58	000	4.13	61.82
	04/27/2017	CHARGE Glicet Bowe Toangaction		60	8		
	110711760	CHARGE		00,001	000	10.88	170.88
	04/27/2017	WR GUEST SATISFACTION GUEST SRVCS TRANSACTION CHARGE		57.69 160.00	0.00	3.92	61.51 170.88
	04/27/2017	WR GUEST SATISFACTION		57.69	0.00	3.92	6161
	04/13/2017	GDS & INTERNET BKGS WYNREWARDS 5%		58.00 242.75	00.0	4.35	62.35
	04/22/2017	WYNREWARDS BONUS		7.50	0.00	0.53	8,03
						Page 2 of 5	ro.

Page 4 of 8)

Page 3 of 5

Total	5.37 1,726.29 960.45 11.98 75.40	5,234.01	260.88 12.28 170.32	170.32	744.67	1,625.43	17.78 10.62 37.72	4,164.84	257.13 60.17 166.88	166.88	60.17 60.17 24.00 166.32	165.78	109.49 164.64	11.87 528.90 10.33	51.86 51.86 1.770.38	1,011.64 15.55 7.42 30.16	2.60
Finance Charges	0.37 107.84 61.51 0.84 5.26	341.34	10.88 0.74 10.32	10.32	3.12	78.88	7.01 0.61 2.14	212.36	7.13 2.48 6.86	6.88	2.48 2.48 0.92 6.32	5.78	3.81 4.64	2.00 EE CO.	1.86	35.16 0.58 0.28 1.14	J. J.
Amount Tax .	8 8 8 8 8	0.00	0.00	0.00	000	000	0.00 0.00 0.00	0.00	0.00	0.00	00000	0.00	00:0	9 9 9 8 9 9 9 8	888	8 0 0 0 0 6 0 0 0 0	מימ
Billing	5.00 1,618.85 924.94 11.15	4,692.67	250.00 11.54 160.00	160.00	57.69 702.20 75.59	1,546.55	16.77 10.01 35.58	3,952.48	250.00 57.69 180.00	160.00	57.69 57.69 23.08 160.00	160.00	105.68 160.00	25.00 20.00	1,706.64	976.48 14.97 7.14 29.02	7.50
Accrued		Sub Total:					•	Sub Total:							•	•	
Description	WYNREWARDS BONUS Accust-1000A-ROYALTY FEE Accust-1211A-TIMA T/A COMM SERVICE CHG MEMBER BENEFIT COMM		RETRAINFEE-MAY2017-0 WR GUEST SATISFACTION GUEST SRVCS TRANSACTION CHARGE	GLEST SRVCS TRANSACTION CHARGE WR GLEST SATISFACTION	WR GUEST SATISFACTION GDS & INTERNET BKGS WYNBEWARDS 54.	Accusi-1211A-THA	I/A COMMISSIONS T/A COMM SERVICE CHG MEMBER BENEFIT COMM		RETRAINFEE-JUN2017-0 WR GUEST SATISFACTION GUEST SRVCS TRANSACTION	GUEST SRVCS TRANSACTION CHARGE	WR GUEST SATISFACTION WR GUEST SATISFACTION WR GUEST SATISFACTION GUEST SRVCS TRANSACTION CHARGE	GUEST SRVCS TRANSACTION CHARGE	GUEST SATISFACTION GUEST SRVCS TRANSACTION CHARGE	Wr Guest Batisfaction GDS & Internet BKGS Wymrewards Bonus	WYNREWARDS ADMINFEE Accusi-1000A-ROYALTY FEE	Accust 12/14-TIMA TJA COMMUSSIONS TJA COMM SERVICE CHG MEMBER BENEFIT COMM	MCICONOCALIA
Invoice Date	042222017 04302017 04132017 04132017		05/31/2017 05/04/2017 05/04/2017	05/04/2017	05/25/2017 05/12/2017 05/27/2017	05/31/2017	05/12/2017 05/12/2017 05/12/2017		06/30/2017 06/01/2017 06/01/2017	06/01/2017	05/01/2017 05/01/2017 05/08/2017 05/08/2017	06/15/2017	06/15/2017 06/29/2017	06/29/2017 06/09/2017 06/72/2017	06/13/2017 06/30/2017	06/30/2017 06/09/2017 06/09/2017 06/09/2017	UBrust Cu I /
Invoice No.	27100498 43841627 43841633 TC0711706 TM0711708		103372 10945596 10945765	10945771	10950016 1717937 27101899	43866450	TAD7 17937 TC07 17937 TM07 17937		103500 10951490 10851748	10952103	10952152 10952250 10952801	10954332	10954699 10957645	10857691 1724322 27102196	31308653	43892878 TA0724322 TC0724322 TM0724322	190724322
Mon-Yeer			MAY-2017						JUN-2017								

Total	4,916.09	253.25 157.72 178.25 10.18 51.18 2,031.54 1,160.88 4.59 4.59	250.00 1,570.46 897.40 2,717.86	250.00 57.88 160.00 1,211.49 692.28 2,371.48	250.00 57.89 160.00 1,189 60.00 1,149.00 1,310.05 748.80	62,880.45
Finance Charges	173.77	3.25 3.02 3.07 3.07 5.18 4.08 2.33 2.33 0.09	0.00 7.81 4.46 12.27	0000	000000000000000000000000000000000000000	4,324.93
Amount . Tex	0.00	800000000000000000000000000000000000000	00000	0000	987 900 900 900 900 900 900 900 900 900 90	90.00
Ballng	4,742,82	250,00 154,70 175,18 10,00 50,00 1,980,73 1,137,55 4,50 4,50	250.00 1,562.65 892.94 2,705.59	250.00 57.69 160.00 1,211.49 602.28 2,371.46	250.00 57.69 160.00 1.89 60.00 1.310.05 748.60 3,737.23	58,465.52
Accrued	Sub Total:	Sub Total:	Sub Total:	sub Total:	Sub Total:	Grand Total:
Description		RETRAINFEE-JUL2017-0 GDS & INTERNET BKGS WYNREWARDS 5% WYNREWARDS BONUS WYNREWARDS ADMINEE ACTUAL-1000A-ROYALTY FEE ACTUAL-1211A-TIMA TIA COMMISSIONS MEMBER BENEFIT COMM	RETRAINFEE-AUG2017-0 Accrust-1000A-RCYALTY FEE Accrust-1211A-TIMA	RETRAINFEE-SEP2017-D WR GLEST SATISFACTION GUEST SRVCS TRANSACTION CHARGE Accust-1000A-ROYALTY FEE Accust-1211A-TIMA	RETRAINFEE-OCT2017-0 WR GUEST SATISFACTION GUEST SAVCS TRANSACTION CHARGE WYNREWARDS 5% TRAINING ACCESS FEE GLOBAL CONFERENCE Accuse-1000A-ROYALTY FEE Accuse-1211A-TIMA	
Invoice Deta		07/31/2017 07/18/2017 07/12/2017 07/10/2017 07/13/2017 07/18/2017	08/31/2017 08/31/2017 08/31/2017	09/30/2017 09/28/2017 09/28/2017 09/30/2017	10/31/2017 10/19/2017 10/19/2017 10/4/2017 10/31/2017 10/31/2017	
invoice No.		103597 1730804 27105084 27105182 31316570 43918518 43918518 TA0730904 TR0730904	103836 43942963 43942964	103930 10982317 10962632 43967100 43967102	104023 10987864 10987813 27109702 31353020 31372651 43994967 43994967	
Mon-Year		JUL-2017	AUG-2017	SEP-2017	OCT-2017	

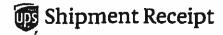
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(Page 6

Page 4 of 5

Page 5 of 5 Please note the accrusis on your account are estimates. Make sure to promptly submit your actust gross room revenue and rooms sold. 8 (Page 7 ľ



Transaction Date: 09 Nov 2017 Tracking Number: 1222445X0291585962

(1) ADDRESS INFORMATION

Ship To:

Ship From:

Return Address;

Surapunctic Dardel Pagel 15 Wateriock Ct. MEURSWICK GA 315234137 Telephonic (404) 867-7991

Wyrubum Hatel Group - 27 Syrvan Hers Durettersky 27 Sylvan Way Parappany 81 07054 Luleptone,973-755-7236

Wyndhani Holel Group- 22 Sylven Here Darkherby

Heria tarronnurvy 22 Sypton Will Portugancy N I 2705-0 Tulophanus N JS-783-7238 etted pluna skodulusyshystosys

ertail riesa danahandadha

2 PACKAGE INFORMATION

**DIMENSIONS / PACKAGING** REFERENCE NUMBERS WEIGHT DECLARED VALUE **UPS** Letter Reference # 1 - 006-1696 Letter (Letter biliable)

3 UPS SHIPPING SERVICE AND SHIPPING OPTIONS

Service:

18% 7mt 12my Air

Guaranteed By:

I rel of Day Montey, Nov 15, 2917

Shipping Fees Subtotal:

Transportation Fuel Surcharge 1570 (50) 1.181/50

PAYMENT INFORMATION

Bill Shipping Charges to:

Shipper's Account 724468

Shipping Charges:

30.88 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges:

7.56 USD

Subtotal Shipping Charges:

Total Charges:

7.56 USD 7.56 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

• For delivery and guarantee information, see the UPS Service Guide ((0)). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

## EXHIBIT G



Contracts Compliance Department 22 Sylvan Way Parsippany, New Jersey 07054 Ph (973) 753-6000 • fax (800) 880-9445

February 9, 2018

**VIA 2 DAY DELIVERY METHOD** 

Mr. Darshil Patel Surajhira, LLC 15 Wammock Court Brunswick, GA 31523

Re: NOTICE OF CONTINUING MONETARY DEFAULT relating to Travelodge® Unit #25633-04620-04 located in Brunswick, GA (the "Facility")

Dear Mr. Patel:

I write on behalf of Travelodge Hotels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated December 30, 2016, between Surajhira, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on August 17, 2017 and November 9, 2017, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within ten (10) days. However, you did not cure your default within the time permitted.

The Agreement provided you with certain rights and benefits that in return, require you to cure any defaults under the Agreement within the time permitted. Because you failed to do so, your Combined Fees have expired. You must now perform your obligations under the Agreement for the remainder of the term.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of ten (10) days from the date of this letter to cure your default. Please be advised that as of February 7, 2018, your account is now past due in the amount of \$72,925.40. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. Your Combined Fees, however, remain expired.







































Mr. Darshil Patel February 9, 2018 Page Two

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We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Joe Maida Director

Contracts Compliance

## **Enclosure**

cc:

Keri Putera Edvin Kolakovic Michael Piccola Suzanne Fenimore Matthew Cali

Jennifer Constantinou

# **ITEMIZED STATEMENT**

Report Date: 07-Feb-2018

: 07-Feb-2018 : 25833-04620-04-TRA No Benkruptcy Sites No Yes As of Date (DD-MMM-YYYY)
Customer No
Category Set
Category Group
Group No
Bariurpity
Disputed
Finance Charges Included

25633-04620-04-TRA 15 Warmock Cl. BRUNSWICK,GA,31523,US 07-Feb-2018

Customer No Address As of Date

on-Year	Invoice No.	Invoice Date.	Deta. Description	Accrued	Billing	Amount	Finance Charges	Total
2016	31238243	12/31/2016	TRAINING ACCESS FEE		60.00	000	10.35	70.35

Mon-Year	Invoice No.	invoice Deta.	Description	Accrued	Silling	Amount Tex	Finance Charges	Total
DEC-2016	31238243	12/31/2016	TRAINING ACCESS FEE	I	00'09	00'0 .	10.35	70.35
				Sub Total:	60.00	0.00	10.35	70.35
JAN-2017	31239920 31239821 31239822 31239823 31239824	01/05/2017 01/05/2017 01/05/2017 01/05/2017	IFF PROM NOTE INTEGRATION ELO INTEGRATION ONBOARD INTEGRATION PHOTOS INTEGRATION SIGNAGE		7,600.00 1,800.00 3,000.00 1,900.00	000000 0000000000000000000000000000000	1,292,00 306,00 510,00 323,00 180,20	8.892.00 2.106.00 3.510.00 2,223.00
	31239925 43786330 43786331	01/05/2017 01/21/2017 01/21/2017	INTEGRATION AMENITY Accrust-18004-ROYALTY FEE Accrust-1211A-TIMA	Sub Total:	500.00 744.86 425.52 16,970.18	30.00	90.13 116.90 66.62 2,885.05	620.13 861.56 492.34 19,845.23
FEB-2017	102934	02/08/2017 02/08/2017 02/08/2017	RETRAINFEE-FEB2017-0 GUEST SRVCS TRANSACTION CHARGE WR GUEST SATISFÁCTION		250.00 160.00 11.54	00.0	35.78 24.48 1.78	285.78 184.48 13.30
	27080138 43789112 43789113	02/28/2017 02/28/2017 02/28/2017 02/28/2017	WYNREWARUS 5% 7857A-IFF PROM NOTE Accrust-1000A-ROYALTY FEE Accrust-1211A-TMA	• •	2.50 7,800.00 1,583.20 910.40	8888	0.38 1,086.80 227.81 130.20	2.88 8,686.80 1,821.01 1,040.60
				Sub Total:	10,527.64	0.00	1,507.21	12,034.85
MAR-2017	103136 10936283 10936828	03/21/2017 03/23/2017 03/23/2017	RETRAINFE-MAR2017-0 WR GUEST SATISFACTION GUEST SRVCS TRANSACTION CHARGE		250.00 11.54 160.00	0.00	31.90 1.51 21.04	281.90 13.05 181.04
	10936918	7102/23/20	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	21.04	181.04

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Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tex	Finance	Total
	10939114	03/23/2017	WR GUEST SATISFACTION		57.69	0.00	7.58	65.27
	10838379	03/30/2017	WR GUEST SATISFACTION GUEST SRVCS TRANSACTION CLARGE		57,68 160.00	0.00	7.58 20.48	180.48
	10939460	03/30/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	20.48	180.48
	10939542	03/30/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	20.48	180.48
	10838585	03/30/2017	WR GUEST SATISFACTION	3	57.69	0.00	7.38	65.07
	1093967	03/30/2017	WR GUEST SATISFACTION WR GUEST SATISFACTION	•	. Y	B 60	4.45	39.07
	10839914	03/30/2017	GUEST SRVCS TRANSACTION		160.00	000	20.46	180.48
	10940060	03/30/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	20.48	160.48
	10940068	03/30/2017	WR GUEST SATISFACTION		11.54	0.00	1.47	12.01
	10940376	03/30/2017	WR GUEST SATISFACTION		1.54	8 8	1.47	13.01
	43816243	03/31/2017	Accruel-1000A-ROYALTY FEE	•	1,896.15	800	240.50	2,126.65
	43816244	03/31/2017	Accuse 1211A-TIMA	•	1,077.80	0.0	137.45	1,215,25
	TC0705308 TM0705308	0321/2017	TA COMMISSIONS TA COMM SERVICE CHG MENBER BENEFIT COMM		2,52 11.78	3 0 0 3 6 0	0.35 1.56	2.85 78.51
				Sub Total:	4,630.28	0.00	592.92	5,223.20
				,			!	
APR-2017	103210 10840002	04/30/2017	RETRAINFEE-APR2017-0		250.00	88	28.15	278.15
	10940869	04/06/2017	GUEST SRVCS TRANSACTION		160.09	88	19.92	170.92
	10941367	04/06/2017	GUEST SATISFACTION		88.53	0.00	11.18	101.11
	10941368	04/06/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	19.82	178.92
	10941401	04/06/2017	GUEST SRVCS TRANSACTION		160.00	0.00	19.92	179.92
	10941553	04/06/2017	GUEST SRVCS TRANSACTION CHARGE		(60.00	000	19.92	179.92
	10941600	04/06/2017	WR GUEST SATISFACTION		57.09	0.00	7.18	64.87
3	10941949	04/13/2017	WR GUEST SATISFACTION WR GLIEST SATISFACTION		57.69	88	7.18	64.87 25.80
	10942725	0413/2017	GUEST SRVCS TRANSACTION		160.00	0.00	18.36	178.36
	10943497	04/20/2017	WR GUEST SATISFACTION GUEST SRVCS TRANSACTION		57.69	0.00	6.78 16.80	64.47 178.80
	10044701	04/27/2017	CHARGE GUEST SRVCS TRANSACTION		160.00	0.00	18.24	17824
	10044780	71007000	CHARGE WE CATISSACTION			8		***
	10944868	04/27/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	800	18.24	178.24
	10945181	04/27/2017	WR GUEST SATISFACTION		67.59	86	6.67	64.28
	27099131	04/22/2017	GUS & MIERNEI BRGS WYNREWARDS 5%		242.75	8 8	7.02 28.27	<b>65.02</b> 271.02
	27100498	04/22/2017	WYNREWARDS BONUS WYNREWARDS BONUS		7.50	000 0000	0.88	8.38 5.61
							Page 2 of 5	ī.

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MAY-2017   103372   Account 17 Account 1900   Account 17 Account 190	Mon-Year -	Invoice No.	Invoice Date.	Description	Accrued	Billing	Amount Tax:	Finance Charges	Total
145711778		43841627	04/30/2017	Accusi-1000A-ROYALTY FEE	• .	1.618.65	0.00	182.10	1,800.75
MY-2017   1054596   GG64/2017   ME-MEST BENEFIT COMM   Sub-Tool:   1054596   GG64/2017   MY-12/2017   MY-12		43841633 TC0711706	04/30/2017	Accust-1211A-TIMA T/A COMM SERVICE CHG	•	924.94	8 8 8 8	104.06	1,029.00
NY-2017   193372   GASTIZOTT   RETRANVETE-WAY-2017-0   CASTIZOTT		TM0711706	04/13/2017	MEMBER BENEFIT COMM	_	70.14	0.00	8.49	78.63
MACHES   M					Sub Total:	4,892,67	0.00	566,42	5,459.09
1000000000000000000000000000000000000									
1004577   1004077   10040707	AAY-2017	103372	05/31/2017	RETRAINFEE-MAY2017-0		250,00	000	22.39	272.39
10846781   108042077   10846282		10945765	05/04/2017	GUEST SRVCS TRANSACTION		160.00	800	17.68	177.68
1004628   605047017   WH GLEETS SATISFACTION   T0250   100   257   100		10945771	05/04/2017	CHARGE GUEST SRVCS TRANSACTION		180 00	000	17.68	17768
10050016   60522017   WR GLEETS SATISFACTION   57.86 0.00 5.77				CHARGE			3		3
117507   175207   1774   1775   177		10946285	05/04/2017	WR GUEST SATISFACTION		23.08	0.00	2.57	25.65
27101899 125222217 VIVERNARCE NAMES AND ACCOUNTY FEE 1,246.55 0.000 150.00 147.00 150.	•	10850016	7102/52/50	WR GUEST SATISFACTION		57,00	88	5.77	63.46
Macro   Macr		27101800	05/22/2017	GUS & INTERNET BRGS		782.24 St 73	88	74.75 0.88	7/6.96
1005/1001   1005		43866450	7102/15/50	Accrual-1000A-ROYALTY FEE	•	1,546,55	000	150.02	1,696.57
TODY 17937   GST 122017   TIA COMMISSIONS   TI		43866451	05/31/2017	Accruel-1211A-TIMA	•	883.74	0.00	85.74	969.48
103500   062022017   MENBER BENETIT COMM. Sub Total   103500   1		TA0717837	05/12/2017	T/A COMMISSIONS		16.77	0.0	1.78	18.55
H-2017   103500   GG/39/2017   RETRAINFEE_JUN2017-0   Sub Total:   103500   GG/39/2017   RETRAINFEE_JUN2017-0   Sub Total:   103500   GG/39/2017   GUEST SRVCS TRANSACTION   160.00   G/0.00   14.24     1065/1480   GG/1/2017   GUEST SRVCS TRANSACTION   160.00   G/0.00   14.24     1065/1480   GG/1/2017   GUEST SRVCS TRANSACTION   160.00   G/0.00   14.24     1065/253   GG/0/2017   WR GLEST SATISFACTION   160.00   G/0.00   1.36     1065/253   GG/0/2017   WR GLEST SATISFACTION   160.00   G/0.00   1.36     1065/253   GG/0/2017   GLEST SRVCS TRANSACTION   160.00   G/0.00   1.37     1065/253   GG/0/2017   WYNREWNARDS S/M   1.36   G/0.00   G/0.00   G/0.00     1065/754   GG/2/2017   WYNREWNARDS S/M   1.36   G/0.00   G/0.00   G/0.00     1065/754   GG/2/2017   WYNREWNARDS S/M   1.37   G/0.00   G/0.00     1067/801   GG/2/2017   WYNREWNARDS S/M   1.37   G/0.00   G/0.00   G/0.00     1067/801   GG/2/2017   WYNREWNARDS S/M   1.37   G/0.00   G/0.00   G/0.00     1067/801   GG/2/2017   WYNREWNARDS S/M   1.37   G/0.00   G/0.00   G/0.00     1067/801   G/0/2/2		TM0717937	7 102/21/20 712/2017	MEMBER BENEFIT COMM		35.58	8 8	3.7.C	38.35
1095101   101500   065202017   RETRAINFEE-JUNZO17-D   10651048   100500   10000   1684   10651048					Sub Total:	3,952.48	00.0	394.19	4,346.67
10821162   00001/2017   WR GLJEST SANTSFACTION   150,000   0,000   14,24									
1085/1460   OMGUIZO17   CHARGE STATISFACTION   67.68   0.000   5.13     1085/1460   OMGUIZO17   CHARGE STATISFACTION   160.00   0.000   14.24     1085Z103   OMGUIZO17   CHARGE STATISFACTION   57.68   0.000   5.13     1085Z259   OMGUIZO17   CHARGE STATISFACTION   57.68   0.000   5.13     1085Z891   OMGUIZO17   WIR GLUEST SATISFACTION   57.68   0.000   5.13     1085Z891   OMGUIZO17   WIR GLUEST SATISFACTION   160.00   0.000   13.68     1085Z891   OMGUIZO17   WIR GLUEST SATISFACTION   160.00   0.000   13.68     1085Z891   OMGUIZO17   CHARGE   CHAR	JN-2017	103500	06/30/2017	RETRAINFEE-JUNZ017-0		250.00	0.00	18.84	268.64
10952103   0601/2017   0401/		10951490	06/01/2017	WR GUEST SATISFACTION		57.69	000	5.13	62.62
10952103   0601/2017   CHARGE   10952169   1000   14.24   10952162   0601/2017   WR GLEST SATISFACTION   157.69   0.00   5.13   1.50		0 to 1 CEO1	107/1000	GUEST SAVCS TRANSACTION CHARGE		100:00	8	14.24	174.24
109622152   060012017   WFR GLIEST SATISFACTION   57.69   0.00   5.13		10952103	06/01/2017	GUEST SRVCS TRANSACTION		160.00	0.00	14.24	174.24
1095/259   08/01/2017   WPI GLEST SATISFACTION   57.89   0.000   5.13     1085/2801   08/08/2017   WPI GLEST SATISFACTION   1065/381   160.00   0.00   13.18     1085/381   08/08/2017   GLEST SRVCS TRANSACTION   160.00   0.00   13.12     1085/381   08/08/2017   GLEST SRVCS TRANSACTION   160.00   0.00   13.12     1085/381   08/08/2017   GLEST SATISFACTION   160.00   0.00   13.12     1085/381   08/18/2017   GLEST SATISFACTION   160.00   0.00   12.00     1085/381   08/18/2017   GLEST SATISFACTION   160.00   0.00   12.00     1085/381   08/29/2017   WPI GLEST SATISFACTION   11.54   0.00   0.00   4.137     1085/381   08/29/2017   WYINERWARDS BONUS   10.00   0.00   0.00   4.137     1085/381   08/29/2017   WYINERWARDS ADMINFEE   50.00   0.00   0.00   4.117     11.54   08/19/2017   WYINERWARDS ADMINFEE   50.00   0.00   0.00     12.00   12.00   12.00     13.0065/3   08/19/2017   Accusal-12110A-THAA   14.97   0.00   0.00     13.0063/2017   TA COMMISSIONS		10952152	06/01/2017	CHARGE WR GUEST SATISFACTION		57 80	5	£ 4	60 69
10852801         G6/08/2017         WR GUEST SATISFACTION         22.08         0.00         1.96           10853831         G6/08/2017         GUEST SRYCS TRANSACTION         160.00         0.00         13.12           1085489         CHARGE         CHARGE         0.00         0.00         13.12           1085489         CHARGE         CHARGE         0.00         0.00         13.12           10857845         G6/29/2017         GUEST SRYISFACTION         105.88         0.00         12.00           10857845         G6/29/2017         GUEST SRYISFACTION         11.54         0.00         12.00           1085785         G6/29/2017         GUEST SRYISFACTION         11.54         0.00         0.00           177432         G6/09/2017         WYNHEWARGS BONIUS         10.00         0.00         43.37           27102103         WYNHEWARGS SW         10.00         0.00         4.17         1.17           4382657         G6/32/2017         WYNHEWARGS SW         1.708.44         0.00         4.17           15072432         G6/09/2017         WYNHEWARGS SW         1.708.44         0.00         4.17           4382657         WYNHEWARGS SW         1.708.44         0.00         0.00         1		10052250	06/01/2017	WR GUEST SATISFACTION		57.69	000	2 eq	62.87
10854332   000152017   GUEST SRYCES TRANSACTION   160.00   0.00   13.12		10952601	06/06/2017	WR GUEST SATISFACTION		23.08	000	1.99	25.07
1085432         06/15/2017         GLIEST SRVCS TRANSACTION         160.00         0.00         13.12           1085489         06/15/2017         GLIEST SRVCS TRANSACTION         105.88         0.00         8.88           10857845         06/29/2017         GLIEST SRVCS TRANSACTION         105.00         0.00         12.00           10857841         06/29/2017         GLIEST SRVCS TRANSACTION         11.54         0.00         0.00           10857841         06/29/2017         CHARGE         NY RANSEY SATISFACTION         11.54         0.00         0.00           172432         06/29/2017         WYNHEWARDS BONUS         5%         510.00         0.00         0.00           27102201         06/22/2017         WYNHEWARDS BONUS         5%         0.00         0.00         4.17           4382677         06/13/2017         WYNHEWARDS ADMINFEE         50.00         0.00         4.17           4382678         06/13/2017         WYNHEWARDS ADMINFEE         976.48         0.00         4.17           4382678         06/13/2017         WYNHEWARDS ADMINFEE         976.48         0.00         0.00           1CO724322         06/13/2017         WYNHEWARDS ADMINFEE         976.48         0.00         0.00		10853831	06/06/2017	GUEST SRVCS TRANSACTION		160.00	000	13.68	173.68
10854699   08/15/2017   GLEST SATISFACTION   160.00   0.00   8.68   10857645   06/29/2017   GLEST SATISFACTION   160.00   0.00   12.00   12.00   17.2432   06/29/2017   WR GLUEST SATISFACTION   11.54   0.00   0.00   0.00   43.37   17.2432   06/29/2017   WYNREWARDS BONUS   10.00   0.00		10854332	06/15/2017	GUEST SRVCS TRANSACTION		160.00	000	13.12	173.12
10857845   067292017   GUEST SRIVCS TRANSACTION   105.688   0.000   8.688   12.00   12.00   12.00   12.00   12.00   12.00   11.54   0.000   12.00		0000000	1000000	CHARGE				!	
10967891   06292017 WR GLEST SATISFACTION   11.54   0.00   0.08   43.37   12.432   06092017 WR GLEST SATISFACTION   11.54   0.00   0.00   43.37   12.00   0.00   0.00   43.37   12.00   0.00   0.00   0.00   4.17   12.00   0.00   0.00   0.00   4.17   12.00   0.00   0.00   4.17   12.00   0.00   0.00   4.17   12.00   0.00   0.00   4.17   12.00   0.00   0.00   4.17   12.00   0.00   0.00   4.17   12.00   0.00   0.00   0.00   12.00   12.00   0.0		10857645	06/29/2017	GUEST SRVCS TRANSACTION		9.69 9.09 9.09		12.00	114.36
OWZUZZU)         WK ISLESI SATISTACITION         0.086         0.086           OWZUZZU)         WYNNERWERD BACKS         \$10.00         0.00         43.37         5           OWZUZZU)         WYNNEWARDS SW         70.50         0.00         0.00         4.17           OWZUZZU)         WYNNEWARDS SW         70.50         0.00         4.17         1.8           OWZUZZU)         WYNNEWARDS SW         70.50         0.00         4.17         1.8           OWZUZZU)         WYNNEWARDS SW         7.14         0.00         4.17         1.8           OWZUZZU)         WYNNEWARDS SW         7.14         0.00         4.17         1.8           OWZUZZU)         TACCOMMINITEE         1.788.84         0.00         4.17         1.2           OWZUZZU)         TIACOMMINITEE         7.14         0.00         1.26         1.2           OWORZUNI         TIACOMMINITEE         7.14         0.00         0.00         2.46           OWORZUNI         TIACOMMINITEE         CONSORTIA         2.50         0.00         0.22           OWORZUNI         TIACOMMINITEE         CONSORTIA         2.20         0.00         0.22		1405-1404	troubust.	CHARGE		;			
06/20/2017         WYNREWARDS BONUS         10.00         0.00         0.80           06/20/2017         WYNREWARDS 5%         70.50         0.00         4.17           06/20/2017         WYNREWARDS 5%         70.50         0.00         4.17           06/30/2017         WYNREWARDS 5%         70.50         0.00         4.17           06/30/2017         Acchial-1000A-ROYALTY FEE         1.788.84         0.00         1.01           06/30/2017         T/A COMMISSIONS         1.26         1.26           06/09/2017         T/A COMMISSIONS         2.20         0.00         2.48           06/09/2017         TMC / CONSORTIA         8ub Total:         2.50         0.00         391.50         5.1		1724322	DEMOSTO 17	WRIGUEST SATISFACTION		¥. 5.	8 6	0.66	12.45
06/20/2017         WYNREWARDS 5%         70.50         0.00         5.53           06/13/2017         WYNREWARDS ADMINFEE         50.00         0.00         4.17         1,8           06/13/2017         Accusi-1000A-ROYALTY FEE         1.788.84         0.00         140.13         1,8           06/30/2017         Accusi-1211A-TIMA         978.48         0.00         1,0         80.09         1,0           06/09/2017         T/A COMMISSIONS         7.14         0.00         1,26         1,0           06/09/2017         T/A COMMISSIONS         29.02         0.00         2.48           06/09/2017         TMC / CONSORTIA         8ub Total:         25.0         0.00         391.50         5.1		27102198	06/22/2017	WYNREWARDS BONUS		00.01	300	0.00	10 80
06/10/2017 WYNNEWARDS ADMINFEE 50.00 0.00 4.17  06/10/2017 Accuse-1000A-ROYALTY FEE 1,708.84 0.00 140.13 1,4 0.00 16/2017 1/A COMMISSIONS 06/09/2017 1/A COMSORTIA 25.0 0.00 2.48 25.0 0.00 391.50 5.1 8.1 0.00 391.50 5.1		27102201	06/22/2017	WYNREWARDS 5%		70.50	0.00	5.53	76.03
06/09/2017 TMC / CONSORTIA Bub Total:   1,788.84 0.00 140.13 1.18		31308653	06/13/2017	WYNREWARDS ADMINFEE	•	20.00	0.00	4.17	54.17
06/09/2017 T/A COMMISSIONS 06/09/2017 T/A COMMIS		4.3682b//	06/30/2017	Accusi-1000A-ROYALTY FEE	• •	1,708.84	000	140.13	1,848.97
06/09/2017 T/A COMM SERVICE CHG 7.14 0.00 0.61 06/09/2017 MEMBER BENEFIT COMM 29.02 0.00 2.48 2.50 0.00 0.22 0.22 0.00 391.50 5.1		TA0724322	06/09/2017	T/A COMMISSIONS		14.97	00.0	1.26	18.27
08/08/2017 TMC / CONSORTIA 8ub Total: 4,742.82 0.00 391.50 5.1		TC0724322	06/09/2017	T/A COMM SERVICE CHG		7.14	0.00	0.61	7.75
4,742,62 0.00 391.50		TR0724322	06/09/2017 06/09/2017	MEMBER BENEFIT COMM TMC / CONSORTIA		29.02 2.50	0 0 0	2.48 0.22	31.50
					Sub Total:	4.742.82	000	391.50	512472

ige 5 of 8)

105891   105894   071910011   071510011   071510110		;						
1730044   1710054   1710054   1710054   1710054   1710054   1710054   1710054   1710054   1710054   1710054   1710054   1710054   1710055   1710		P400400	DETDANIEGE BE 2017.0		200	8	27. 25	28.4 Y
27105084 00722017 WWREEWARDS BAYS 27105084 00722017 WWREEWARDS BAYS 27105084 007122017 WWREEWARDS BAYS 27105085 007122017			GDS & INTERNET BKGS		154.70	88	10.14	164.94
131500   1			WYNREWARDS 5%		175.18	86	11.14	186.32
100000			WYNREWARDS ADMINFEE		50.00	00.0	3.49	53.49
TAUTOROM			Accuse-1000A-ROYALTY FEE	• •	1,990.73	8 8	132.39	2,123.12
103836   0801/2017   RETRANFEE-ALGZ017-0   240.0   0.00   1.088   0.00			T/A COMMISSIONS		4.50	88	. O	4.80
103506   080312017   Accruel-1211A-TIMA   Sub Toek   1,562,560   0.00   10,88			MEMBER BENEFIT COMM	L	4.50	0.00	0.30	4.80
108056   09071/2017   RETRANNEE-AUGZ017-0   15826   1582.55   0.000   10.08				Sub Total:	77.77.tc	0.00	248.81	4,025.98
1000000000000000000000000000000000000			OETOAINEGE AIRCONA.0		260	8	9	90.000
103820	90CF0UF		Accuse-1000A-ROYALTY FEE	• •	1,562,65	88	20 S	1,642.34
104557   1251/2017   RETRANFEE SEPONT-0   104577   1251/2017   RETRANFEE SEPONT-0   104577   1251/2017   RETRANFEE DECORT-0   10450   1150/2017   RETRANFEE DECORT-0   10450   10450   1150/2017   RETRANFEE DECORT-0   10450			Citi 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Sub Total:	2,705.59	9.0	136.10	2,841.69
1086231   096202017   WR GUEST STRUSPACITION   157,88   0.00   1.70				•			!	
19862522   092422017   CHEST SRIVES TRANSLACTION   160.00   0.00   4.72     4.3867102   093022017   CHANGE			RETRAINFEE-SEP2017-0		250.00	0.00	7.13	257.13
43867102 08202017 Accrual-1211A-TIMA Sub Total: 1211.48 0.00 4.181 4.182 104023 102312017 Accrual-1211A-TIMA Sub Total: 2.371.48 0.00 24.82 106423 102312017 RETRAINFEE-OCT2017-0 57.88 0.00 1.08 10687284 107102017 WH GUEST SATISF-ACTION 57.88 0.00 0.00 3.25 10687284 107102017 TRAINING ACCESS FEE 11,148.00 0.00 0.00 3.04 31353020 10042017 TRAINING ACCESS FEE 11,148.00 0.00 0.00 3.04 31353020 10042017 TRAINING ACCESS FEE 11,148.00 0.00 0.00 3.04 31353021 100312017 Accrual-10104-ROYALTY FEE 11,148.00 0.00 0.00 0.00 0.00 44020717 11,202017 Accrual-1211A-TIMA Sub Total: 1,138.00 0.00 0.00 0.00 44020717 11,202017 Accrual-1211A-TIMA Sub Total: 1,138.00 0.00 0.00 0.00 44020717 11,202017 Accrual-1211A-TIMA Sub Total: 1,138.00 0.00 0.00 0.00 4404870 12312017 Accrual-1004-ROYALTY FEE 1,138.00 0.00 0.00 0.00 0.00 4404717 12312017 Accrual-1004-ROYALTY FEE 1,138.00 0.00 0.00 0.00 0.00 4404717 12312017 Accrual-1004-ROYALTY FEE 1,138.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	1096281		GUEST SRVCS TRANSACTION		160.00	800	4.72	164.72
104023 1031/2017 RETRAINFEE-OCT2017-0 57.681 0.00 3.25 10387783 1031/2017 WR GUEST SATISFACTION 57.681 0.00 0.00 3.25 10387783 1031/2017 WR GUEST SATISFACTION 57.681 0.00 0.00 3.04 1.09 0.00 0.00 3.04 1.09 0.00 0.00 0.00 0.00 0.00 0.00 0.00	4396710		Accuse 1000A-ROYALTY FEE		1211.49	86	43.61	1,255.10
104023	11 70854		VW11-V1171-E0294		07770	800	76.92	200
104023   1021/2017   RETRAINFEE-OCT2017-0   1080784   10192017   WR GUEST SATISFACTION   150,000   0.000   1.09   1.09				Sub Total:	2,371,46	000	82.08	2,451.54
10987864   1019/2017   WH GUEST SATISFACTION   1500   1.09   1.09     10847317   12731/2017   RETRAINFEE-DECZ017-0   1.09   1.09     10847147   12731/2017   Accruel-12114-TIMA   Sub Total:   1.9880.84   0.00   0.00   0.00     10847147   12731/2017   Accruel-12114-TIMA   Sub Total:   1.9880.84   0.00   0.00   0.00     10847147   12731/2017   Accruel-12114-TIMA   Sub Total:   1.9880.84   0.00   0.00   0.00     108450   11730/2017   Accruel-12114-TIMA   Sub Total:   1.9880.84   0.00   0.00   0.00     108450   11730/2017   Accruel-12114-TIMA   Sub Total:   1.9880.84   0.00   0.00   0.00     108450   11730/2017   Accruel-12114-TIMA   Sub Total:   1.9880.84   0.00   0.00   0.00     108450   11730/2017   Accruel-12114-TIMA   Sub Total:   1.9880.84   0.00   0.00   0.00     108451   12731/2017   Accruel-12114-TIMA   Sub Total:   1.9880.84   0.00   0.00   0.00     108452   12731/2017   Accruel-12114-TIMA   0.00   0.00   0.00     108452   12731/2017   Accruel-12114-TIMA   0.00   0.00   0.00     108451   0.00   0.00   0.00   0.00     108451   0.00   0.00   0.00   0.00   0.00     108451   0.00   0.00   0.00   0.00     108451   0.00   0.00   0.00   0.00     108451   0.00   0.00   0.00   0.00     108451   0.00   0.00   0.00   0.00     108451   0.00   0.00   0.00   0.00     108451   0.00   0.00   0.00   0.00     108451   0.00   0.00   0.00   0.00     108451   0.00   0.00   0.00   0.00     108451   0.00   0.00   0.00   0.00     108451   0.00   0.00   0.00   0.00     108451   0.00   0.00   0.00   0.00     108451   0.00   0.00   0.00   0.00     108451   0.00   0.00   0.00	·		RETRAINFEE-OCT2017-0		250.00	000	3.25	253.25
1353020   1004/2017   TRAINING ACCESS FEE   60.00   0.00	1096786 1096791		WR GUEST SATISFACTION GUEST SRVCS TRANSACTION		57,69 160,00	8 8 6 6	1.09 3.04	58.78 163.04
13172851 1033172017 GLOBAL CONFERENCE 1,149.00 0.00 0.00 0.00 0.00 26.86 4399488 1033172017 Accruel-1211A-TIMA TWO 17000A-ROYALTY FEE 104150 11/30/2017 Accruel-1000A-ROYALTY FEE 104150 11/30/2017 Accruel-1000A-ROYALTY FEE 10420716 11/30/2017 Accruel-1000A-ROYALTY FEE 1040/2017 Accruel-1011A-TIMA 1040/2017 Accruel-1	3135302		CHARGE TRAINING ACCESS FEE		90.00	0.00	2.04	62.04
104150 11/20/2017 Accruel-1211A-TIMA Sub Total: 3,735,34 0.00 516,34 15,34 15,34 17,345 17,34	3137286		GLOBAL CONFERENCE	•	1,149.00	0.00	0.00	1,149.00
104150	4399496		Accust-1211A-TIMA	•	748.60	0.00	78.80 15.34	763.94
104150 11/302017 RETRAINFEE-NOV2017-0 250.00 0.00 0.00 0.00 11/302017 Accruel-1000A-ROYALTY FEE 1.089.04 0.00 0.00 6.04 1.0020717 11/302017 Accruel-1211A-TIMA				Sub Total:	3,735.34	00'0	51.62	3,786.96
44020716 11/30/2017 Accrust-1000A-ROYALTY FEE 1,099.04 0.00 6.04 1.  44020717 11/30/2017 Accrust-110/00A-ROYALTY FEE 628.02 0.00 6.04 3.45  TM0709659 11/09/2017 Accrust-1211A-TIMA 3.78 0.00 0.00 0.03  104357 12/31/2017 RETRAINFEE-DEC2017-0 256.00 0.00 0.00 0.00 4.000 1.209.74  12/31/2017 Accrust-100/04-ROYALTY FEE 1.209.27 0.00 0.00 1.209.74  12/31/2017 Accrust-100/04-ROYALTY FEE 1.209.27 0.00 0.00 1.209.74  12/31/2017 Accrust-110/04-ROYALTY FEE 1.209.27 0.00 0.00 1.00 0.00 1.209.74		•	RETRAINEFELNONZO17.0		S52 CB	S	8	2000
44020717 11/30/2017 Accusa-1211A-TIMA 5.00 3.45 TM0766659 11/09/2017 REMBER BENEFIT COMM Sub Total: 1,980.84 0.00 0.00 0.00 104357 12/31/2017 RETRAINFEE-DECZ017-0 250.00 0.00 0.00 0.00 44047147 12/31/2017 Accusa-1211A-TIMA 690.44 0.00 0.00 0.00	-		Accrual-1000A-ROYALTY FEE	•	1,099.04	000	9.6	1.105.08
104357 12/31/2017 RETRAINFEE-DEC2017-0 250.00 0.00 0.00 0.00 0.00 44046870 12/31/2017 Accruel-10/00A-ROYALTY FEE 12/31/2017 Accruel-12/1/A-TIMA	4402071 TM0798	. 92	Accust 1211A-TIMA MEMBER BENEFIT COMM	•	628.02 3.78	900	3.45	531.47
104357 12/31/2017 RETRAINFEE-DEC2017-0 250.00 0.00 0.00 0.00 44048870 12/31/2017 Accuse-10004-ROYALTY FEE 12/31/2017 Accuse-12/11/4-TIMA 690.44 0.00 0.00 0.00				Sub Total:	1,980.84	0.00	8.62	1,990.36
104357 12/31/2017 RETRAINFEE-DEC2017-0 250.00 0.00 0.00 0.00 44046870 12/31/2017 Accrust-1000A-ROYALTY FEE 1/208.27 0.00 0.00 0.00 44047147 12/31/2017 Accrust-12/1/A-TIMA				-				
12/31/2017 Accruel-12/14/-TIMA			RETRAINFEE-DEC2017-0	•		0.0	0.00	250.00
	4404714		Accruel-1211A-TIMA	•		000	800	690.44

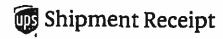
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Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
		9		Sub Total:	2,148.71	0.00	0.00	2,148.71
JAN-2018	104505 44056895 44072814 44072915	01/31/2018 01/31/2018 01/31/2018	RETRAINFEE,JANZO18-0 5672A-MYREQUEST PLUS SUPPORT ACTURE-1000A-ROYALTY FEE ACTURE-1211 A-THAA		250.00 565.00 1,570.12	0000	90.0 00.0 00.0	250.00 565.00 1,570.12
				Sub Total:	3,366.45	000	0.00	3,366.45
FEB-2018	31429288	02/06/2018	AHLA FEE		86.00	0.00	00.0	98.00
				Sub Total:	96.00	0.00	00'0	96.00
				Grand Total:	65,959.63	90.00	6,675.77	72,925.40

Requested By: Yelens Denishevsky

Please note the accrusis on your account are estimates.
 Make sure to promptly submit your actual gross room revenue and rooms sold.

Page 5 of



Transaction Date: 09 Feb	2018	Tracking	Number:	1ZZZ445X0Z90586409	
ADDRESS INFO	RMATION			0	
Ship To: Summed IIC Double Pose: 15 Warmend Ct. Management Co. 519244347 Inlephanet 4043 867-7979	Ship Front: Wyndhen I latel Group - 22 Sensan United Carelinately 22 Sphan Way Partipuary NO 2054 Setplane 373-755 What distra dated sections on the	Return Address: Wynthen Hand Group - 22 Sylver Dens Denshavky 27 Sylver Way Perspacy NI 07054 (eligitums 973-7256 cm.ol ric		×	
② PACKAGE INFO	RMATION		<u> </u>		
WEIGHT  1. Letter (Letter billable)	DIMENSIONS / PACE UPS Letter	LAGING	DECLARED VALUE	REFERENCE NUMBERS Reference # 1 - 006-1696	
3 UPS SHIPPING S Service: Guaranteed By: Shipping Fees Subtotal: Transportation Fuel Surcharge	SERVICE AND SHIPPIN  1875 7red Day Au  Find of Day Surveloy, Feb 15, 2  22,86 U/O  20 98 16D  1.57 16D	•		•	
PAYMENT INFO  Bill Shipping Charges to:		Acobert 27445X			
Negotiated Charges:	Oplied to the Daily rates fo	r this shipment		1	28 USD
Subtotal Shipping Cha Total Charges;	l Tgest;				:30 USO :36 USO

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates,

<sup>\*</sup> For delivery and guarantee information, see the UPS Service Guide ({0}). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

## **EXHIBIT H**



Contracts Compliance Department 22 Sylvan Way Parsippany, New Jersey 07054 Ph (973) 753-6000 • fax (800) 880-9445

March 13, 2018

## **VIA 2 DAY DELIVERY METHOD**

Mr. Darshil Patel Surajhira LLC 15 Wammock Court Brunswick, GA 31523

Re:

NOTICE OF TERMINATION of Franchise Agreement, dated December 30, 2016, (the "Agreement") between Surajhira LLC ("you" or "your") and Travelodge Hotels, Inc., ("we", "our" or "us") for the Travelodge® System Unit #25633-04620-4 located in Brunswick, GA (the "Facility")

Dear Mr. Patel:

We write to give you formal notice of the termination of the Franchise granted under the Agreement to operate the Facility as part of the Travelodge System (the "Notice"). This termination is a result of your failure to cure your defaults under the Agreement, due to your (i) failure to meet your financial obligations and (ii) failure to meet your operational obligations. The termination of your Agreement is effective as of the date of this Notice (the "Termination Date"). We previously extended your time to cure your operational default to March 31, 2018. We have since learned, however, that the Facility's tourist accommodation permit has been suspended and that, effective February 22, 2018, all guests must have vacated the Facility. Moreover, you have failed to cure your financial default that we most recently advised you of on February 9, 2018. Accordingly, the Agreement will terminate immediately.

Because the Agreement has terminated, you must perform your post-termination obligations such as the removal of all items that display or refer to Travelodge brand at the Facility. The de-identification procedures are specified in the attachment to this Notice. These de-identification procedures must be completed within ten (10) days from the Termination Date.

You must also pay us the full amount of all Recurring Fees and other charges due under the Agreement through the date you complete the de-identification process. We estimate that, as of the Termination Date, you owe us \$78,717.46 in Recurring Fees. This amount is described in more detail in the attached itemized statement. Additionally, you must pay us Liquidated Damages of \$98,000.00 as specified in Section 12.1 of the Agreement.

Please know that, because the Agreement has terminated, you also have lost the right to continue to use the seamless interface version of your property management system. You must make arrangements with the software vendor for a new license to use the property management system. If your property is planning to migrate to another property management system, please contact your provider to expedite the installation. If you would like to inquire about the data maintained in the system, please contact Hotel Technology Client Support at 506-646-2521 to obtain reporting of that data.

WYNDHAM GRAN

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Mr. Darshil Patel March 13, 2018 Page Two

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If within the ten (10) day period described above, you do not timely remove the exterior signage which bears the Travelodge name and Marks, we may exercise our rights under the Agreement and send an independent contractor to the Facility to remove all such signage at and around the Facility. The cost of sign removal will be added to your final invoice from us. If you object to the removal of the signage by our independent contractor, you must notify us within ten (10) days of the Termination Date.

If you do not timely complete each of these post-termination obligations, we will refer this matter to our legal department to ensure that we recover from you all amounts owed and that all of your post-termination obligations to us are performed.

This Notice does not modify, replace or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility.

If you have any questions regarding your obligations under this Notice, please contact Dayna Shapllo, Manager, Settlements at (973) 753-7143.

Sincerely,

Suzanne Fenimore Senior Director Contracts Compliance

**Enclosures** 

cc:

John Henderson Dayna Shapllo Michael Piccola Joe Maida

# ITEMIZED STATEMENT

Report Date: 13-Mar-2018

: 13-Mar-2018 : 25633-04620-04-TRA No Benkruptcy Sites No Yos As of Dale (DD-MMM-YYYYY)
Customer No
Category Set
Category Group
Group No
Bankrupicy
Disputed
Finance Charges Included

: 25033-04620-04-TRA . : 15 Wammock CL.BRUNSWICK,GA,31523,US : 13-Mar-2018 Customer No Address

As of Date

Mon-Year	r Invoice No. Invoice De	Invoice Date	Description	Accrued;	- Billing	Amount Tex	Finance Charges	. Total
DEC-2016	31238243	12/31/2016	TRAINING ACCESS FEE		90.00	0.00	12.12	72.12

Mon-Year	Invotes No.	Involce Date	Description	Accrued;	Billing ·	Amount	Finence Charges	. Total
DEC-2016	31238243	12/31/2016	TRAINING ACCESS FEE		60.00	00.0	12.12	72.12
				Sub Total:	60.00	0.00	12.12	72.12
JAN-2017	31239920 31239921 31239822 31239623	01/05/2017 01/05/2017 01/05/2017 01/05/2017	IFF PROM NOTE INTEGRATION ELO INTEGRATION ONBOARD INTEGRATION PHOTOS INTEGRATION ELOMOS		7,600.00 1,800.00 3,000.00 1,800.00	00.00	1,516.20 359.10 598.50 379.05	9,116.20 2,159.10 3,598.50 2,279.05
	31239625 43766330 43786331	01/05/2017	INTEGRATION AMENTY Accusi-1000A-ROYALTY FEE Accusi-1211A-TIMA	Sub Total:	500.00 744.66 425.52	90.00	105.77 136.87 79.38 3,388.34	883.57 883.53 504.90 20,448.52
FEB-2017	102934 10832969 10833390 27766138 43789112 43789113	02/28/2017 02/08/2017 02/08/2017 02/28/2017 02/28/2017	RETRAINFEE-FEB2017-0 GUEST SRVCS TRANSACTION CHARGE WR GUEST SATISFACTION WYNREWARDS 5% 7857A-IFF PROM NOTE Accust-1000A-ROYALTY FEE		250.00 160.00 11.54 2.50 7,800.00 1,500.00	88 88888	43.18 28.20 2.10 2.46 1,311.00 27.48 157.08	293.16 189.20 13.84 2.86 1.684.00 1.687.46
WAR-2017	103136 10938293 10938918	03/31/2017 03/23/2017 03/23/2017	RETRAINFEE-MAR2017-0 WR GUEST SATISFACTION GLEST SRVCS TRANSACTION CHARGE GUEST SRVCS TRANSACTION GUEST SRVCS TRANSACTION		250.00 11.54 160.00	0000	3928 1.85 25.76 25.76	280.28 13.39 185.76

Page 1 of 5

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1983-994   GUADODOTY   CHEET STATESACTION   1980   COO   COO   CASA		10939114	03/23/2017	WR GUEST SATISFACTION		57.69	0.00	9.26	66.97
1833940   02002017		10939315 10939379	03/20/2017	WR GUEST SATISFACTION GUEST SRVCS TRANSACTION CHARGE		57.69 180.00	000	9.26 25.20	66.97 185.20
1000000000000000000000000000000000000		10939460	03/30/2017	GUEST SRVCS TRANSACTION		160.00	0.00	25.20	185.20
1000-0000   1000-0001   1000		10939542	03/30/2017	GUEST SRVCS TRANSACTION		160.00	0.00	25.20	185,20
1000-0007   1000-00000   1000-00000   1000-00000   1000-00000   1000-00000   1000-00000   1000-00000   1000-00000   1000-000000   1000-000000   1000-000000   1000-000000   1000-000000		10838585		WR GUEST SATISFACTION		57.69	000	9.08	66.77
1004-0000		10939677		WR GUEST SATISFACTION WR GHEST SATISFACTION		34.62	88	5.47	40.09
19940090   020007017   0445072   194405407104   194000   1941   194000   1940099   1940009   1940009   1940009   1940009   1940009   1940009   1940009   1940009   1940009   1940009   19400009   1940009		10939914		GUEST SRVCS TRANSACTION		180.00	0.00	25.20	185.20
1984,000   199		10940060	03/30/2017	GUEST SRVCS TRANSACTION		160.00		25.20	185.20
10041379   10041379   10041379   1134   1104   11		10940068	03/30/2017	WR GUEST SATISFACTION		11.54	0.00	181	13.35
1004106   04002017   0400820		1705306	03/21/2017	WK GUEST SATISFACTION GDS & INTERNET BKGS		23.20	8 8	3.76	13.35 26.96
TAGGREGO   1971   TAGGRAMISSONS   TAGGRAMISSONS   TAGGRAM   TAGGRAM SERVICE CHICA   TAGGRAM SERVICE		43616243	03/31/2017	Accuse 1000A-ROYALTY FEE	••	1,886.15	88	296.15	2,182,30
1027103388   0327(2017   MEMBER BENEFIT COMM   Bub Total:   1,252   0,00   0,43		TA0705308	03/21/2017	TA COMMISSIONS		200'S	88	0.84	5.84
102210	•	TC0705308 TM0705308	03/21/2017 03/21/2017	T/A COMM SERVICE CHG MEMBER BENEFIT COMM		2.52 11.76	0.00	0.43 1.90	2.95 13.66
103210   044302017   RETRANKEE_APR2017-0   1553   1553   1564   1684080					Sub Total:	4,630.28	000	729.52	5,359.80
10941387						,	,		1
CAMPRIZED   CAMP	K-2017	103210 10940602	04/30/2017	RETRAINFEE-APRZ017-0 WR GUEST SATISFACTION		250.00	000	35.53	265.53
04/06/2017         GUEST SATISFACTION         68.83         0.00         13.83           04/06/2017         GUEST SRVCS TRANSACTION         160.00         0.00         24.64           04/06/2017         GUEST SRVCS TRANSACTION         160.00         0.00         24.64           04/06/2017         GUEST SRVCS TRANSACTION         57.69         0.00         24.64           04/06/2017         WR GUEST SATISFACTION         57.69         0.00         24.64           04/13/2017         WR GUEST SATISFACTION         57.69         0.00         24.64           04/13/2017         WR GUEST SATISFACTION         57.69         0.00         24.06           04/13/2017         WR GUEST SATISFACTION         160.00         0.00         24.06           04/13/2017         WR GUEST SATISFACTION         160.00         0.00         24.06           04/13/2017         WR GUEST SATISFACTION         160.00         0.00         24.06           04/13/2017         GUEST SATISFACTION         160.00         0.00         24.06           04/13/2017         WR GUEST SATISFACTION         160.00         0.00         22.06           04/13/2017         WR GUEST SATISFACTION         67.69         0.00         22.06           04/13/2017 <td></td> <td>10840868</td> <td>04/08/2017</td> <td>GUEST SKYCS TRANSACTION CHARGE</td> <td></td> <td>180.00</td> <td>0.00</td> <td>24.64</td> <td>164.64</td>		10840868	04/08/2017	GUEST SKYCS TRANSACTION CHARGE		180.00	0.00	24.64	164.64
Output		10941367 10941388	0406/2017	GUEST SATISFACTION GUEST SRVCS TRANSACTION		89.93 160.00	00.0 00.00	13.83	103.76 184.64
CHARGE         CHARGE<		10941401	04/06/2017	CHARGE GUEST SRVCS TRANSACTION		160.00	0.00	24.64	184.64
04/06/2017         WR GUEST SATISFACTION         57.69         0.00         6.88           04/06/2017         WR GUEST SATISFACTION         57.69         0.00         6.89           04/13/2017         WR GUEST SATISFACTION         160.00         0.00         24.06           04/13/2017         WR GUEST SRVCS TRANSACTION         67.69         0.00         24.06           04/20/2017         WR GUEST SRVCS TRANSACTION         160.00         0.00         23.52           04/20/2017         GUEST SRVCS TRANSACTION         160.00         0.00         22.06           04/20/2017         WR GUEST SRVCS TRANSACTION         67.69         0.00         22.06           04/20/2017         WR GUEST SATISFACTION         67.69         0.00         22.06           04/20/2017         WYNREWARDS BONUS         50.00         0.00         22.06           04/20/2017         WYNREWARDS BONUS         5.00         0.00         0.00		10941553		CHARGE GUEST SRVCS TRANSACTION		160.00	0.00	24.64	184.64
Oct   Color		10941600	04/06/2017	WR GUEST SATISFACTION		57.69	000	0.88	66.57
04712/2017         GUEST SRVCS TRANSACTION         160.00         24.06           04712/2017         WR GLEST SRVCS TRANSACTION         67.69         0.00         24.06           0420/2017         GUEST SRVCS TRANSACTION         160.00         0.00         22.52           0427/2017         GUEST SRVCS TRANSACTION         160.00         0.00         22.96           0427/2017         WR GLEST SRVCS TRANSACTION         67.69         0.00         22.96           0427/2017         WR GLEST SRVCS TRANSACTION         67.69         0.00         22.96           0427/2017         WR GLEST SATISFACTION         57.69         0.00         32.36           0427/2017         WR GLEST SATISFACTION         58.00         0.00         35.43           0427/2017         WYNREWARDS 6%         242.75         0.00         35.43           0422/2017         WYNREWARDS BONUS         7.50         0.00         0.06           0422/2017         WYNREWARDS BONUS         5.00         0.00         0.06		10941602	04/00/2017	WR GUEST SATISFACTION WE CHEST SATISFACTION		80.73	86	1.40	66.57
DAZDIZO17         WR GUEST SATISFACTION         67.69         0.00         8.48           04/20/2017         GUEST SRVCS TRANSACTION         160.00         0.00         23.52           CHARGE         CHARGE         67.69         0.00         8.27           CHARGE         CHARGE         57.69         0.00         22.96           D427/2017         WR GUEST SATISFACTION         57.69         0.00         8.73           D427/2017         WYNREWARDS 6W         242.75         0.00         35.43           D422/2017         WYNREWARDS BONUS         5.00         0.00         0.76           D422/2017         WYNREWARDS BONUS         5.00         0.00         0.76		10942725	0413/2017	GUEST SRVCS TRANSACTION		160.00	800	24.06	184.08
CHARGE  CHARGE		10943497	04202017	WR GUEST SATISFACTION GUEST SRVCS TRANSACTION		57.69	000	8.48	183.57
CHARGE  CHARGE  D427/2017  WR GLIEST SATISFACTION  D427/2017  WR GLIEST SRVCS TRANSACTION  D427/2017  WR GLIEST SATISFACTION  D427/2017  WR GLIEST SATISFACTION  D427/2017  WR GLIEST SATISFACTION  D427/2017  WYNREWARDS 6%  D422/2017  WYNREWARDS BONUS  D422/2017  WYNREWARDS BONUS  D422/2017  WYNREWARDS BONUS  D422/2017  Page 2 of 5		10944701	04/27/2017	CHARGE GUEST SRVCS TRANSACTION		160.00	900	200	187 06
04/27/2017         WR GUEST SATISFACTION         67.69         0.00         8.27           04/27/2017         WR GUEST SATISFACTION         160.00         0.00         22.96           04/27/2017         WR GUEST SATISFACTION         57.69         0.00         8.27           04/27/2017         WYNREWARDS 6%         242.75         0.00         35.43           04/22/2017         WYNREWARDS BONUS         7.50         0.00         1.11           04/22/2017         WYNREWARDS BONUS         5.00         0.00         0.76				CHARGE		8			
04/27/2017         WR GUEST SATISFACTION         57.69         0.00         8.27           04/3/2017         GDS & INTERNET BKGS         58.00         0.00         8.73           04/2/2017         WYNREWARDS 6%         242.75         0.00         35.43         2           1         04/2/2017         WYNREWARDS BONUS         7.50         0.00         1.11           9         04/2/2017         WYNREWARDS BONUS         5.00         0.00         0.76		10944769	04/27/2017	WR GUEST SATISFACTION GUEST SRVCS TRANSACTION CHARGE		67.69 160.00	9 9 9 9 9	8.27 22.96	65.96 182.96
047272017 WYNREWARDS BONUS 1 047272017 WYNREWARDS BONUS 1 047272017 WYNREWARDS BONUS 242.75 0.00 35.43 2.00 47.272017 WYNREWARDS BONUS 5.00 0.00 0.76		10945181	04/27/2017	WR GUEST SATISFACTION		57.69	000	8.27	65.96
1.11 04/22/2017 WYNREWARDS BONUS 5.00 0.00 1.11 04/22/2017 WYNREWARDS BONUS 5.00 0.00 0.76		27099131	04/22/2017	WYNREWARDS 5%		242.75	80	35.43	278.18
		27099328 27100498	04/22/2017 04/22/2017	WYNREWARDS BONUS WYNREWARDS BONUS		7.50	0.00	1.11	8.61 5.76
								Page 2 of	ua.

1000000000000000000000000000000000000	Mon-Year	Involce No.	Invoice Date	Description	Accrued	Billing	Amount	Finance Charges	Total
1000000000000000000000000000000000000		43841627	04/30/2017	Accuse-1000A-ROYALTY FEE	• •	1,618.65	000	229.85	1,848.50
1004578   100402017   TRETRAMPEE_AMYZOTI-4   1004   115.4   1004   110.7   10040201		TC0711706	04/13/2017	TA COMM SERVICE CHG MEMBER BENEFIT COMM		11.15	888	5.5 83.0 83.0	12.63
1004577   1004578   1004				4	Sub Total:	4,892.67	0.00	710.76	5,603.43
10045589   1004042717   GUEST STAVES TRANSACTION   110,000   0.000   22.40   1.01	VY-2017	103372	7102/11/20	RETRAINFEE-MAY2017-0		250.00	000	29.77	278.77
10046771   G00402017   GUNNER CANAGE SYTUSACTION   160.00   0.00   22.40   1.25   1.75   1.75   1.25   1.		10 <b>94</b> 5596 10 <b>94</b> 5765	05/04/2017 05/04/2017	WR GUEST SATISFACTION GUEST SRVCS TRANSACTION		11.54	00 00 00 00 00	1.61 22.40	13.15 182.40
10940288   050402017   OFF CAMPAGE   OFF C		10945771	05/04/2017	CHARGE GUEST SRVCS TRANSACTION		160.00	0.00	22.40	182.40
1719390   055262017   WF GLEST SATTISK STOCK   1719390   05547   747		10946285	05/04/2017	CHARGE WR GUEST SATISFACTION		23.08	000	3.25	28.33
117397   05772717   0578   0778   0	i.	10950016	05/25/2017	WR GUEST SATISFACTION		57.69	0.00	7.47	65.16
Comparison		1717937 27101800	05/12/2017	GDS & INTERNET BKGS		702.20	88	95.47	797.67
103519217   17A COMMASSIONS   18.77   0.00   11.38   1.38   1.39   1.3		4386450	05/31/2017	Accust-1000A-ROYALTY FEE	•	1,546.55	000	195.64	1,742,19
103500		43868451	05/31/2017	Acoust-1211A-TIMA	•	883.74	88	111.81	995.55
103500   06/30/2017   RETPAINFEE-LUX2017-0   103500   06/30/2017   RETPAINFEE-LUX2017-0   103500   06/30/2017   RETPAINFEE-LUX2017-0   10351430   06/01/2017   04/40/2017		100717837	05/12/2017	T/A COMM SERVICE CHG		10.01	80	8F1	11.39
103500   06/20/2017   PETRAINFEE-UN/2017-0   57.00   0.00   26.02   2   2   2   2   2   2   2   2   2		JOSAT VOMI		MEMBER BENEFIT COMM	Sub Total:	3,952.48	9.00	\$10.78	4,463.26
103500   086702017   RETRAINFEE_ALNZOIT-ON   556.00   0.000   286.02   10351460   08601/2017   CIJARGE STATISFACTION   160.000   0.000   18.96   11.065/102   0.0001/2017   CIJARGE STATISFACTION   160.000   0.000   18.96   11.065/102   0.0001/2017   CIJARGE STATISFACTION   160.000   0.000   18.96   11.065/2013   0.0001/2017   WR GLEET SATISFACTION   57.68   0.000   6.63   11.065/2011   0.0001/2017   WR GLEET SATISFACTION   57.68   0.000   6.63   11.065/2011   0.0001/2017   WR GLEET SATISFACTION   57.08   0.000   6.63   11.065/2011   0.0001/2017   WR GLEET SATISFACTION   160.000   0.000   16.40   11.065/2011   0.0001/2017   CIJARGE SATISFACTION   160.000   0.000   11.00						1	į		
OWO   ZO   CHARGE	N-2017	103500	06/30/2017	RETRAINFEE-JUN2017-0		250.00	. 000	26.02	276.02
CHANGE   CHANGE STRANSACTION   CHANGE   CHANGE STRANSACTION   CH		10951748	7102/10/90	GUEST SRVCS TRANSACTION		160.00	800	5.63 18.96	176.96
OKOUZO17   WR GLEST SATISFACTION   S7.68   0.00   6.83		10952103	06/01/2017	GUEST SRVCS TRANSACTION		180,00	0.00	18.96	178.96
06/01/2017         WR GUEST SATISFACTION         57,68         0.00         6.63           06/04/2017         CHARGE         CAHARGE         0.00         2.67           06/16/2017         CHARGE         CHARGE         0.00         17.84           06/16/2017         CHARGE         0.00         17.84           06/16/2017         CHARGE         0.00         11.80           06/16/2017         GUEST SRVCS TRANSACTION         160.00         0.00           06/16/2017         GUEST SRVCS TRANSACTION         160.00         0.00           06/16/2017         GUEST SRVCS TRANSACTION         11.54         0.00           06/16/2017         GUEST SRVCS TRANSACTION         160.00         16.72           06/16/2017         GUEST SRVCS TRANSACTION         11.54         0.00         1.10           06/16/2017         GUEST SATISFACTION         11.54         0.00         1.10           06/16/2017         WYNIREWARDS SAMINFEE         5.00         0.00         1.10           06/16/2017         WYNIREWARDS ADMINFEE         5.00         0.00         1.10           06/16/2017         WYNIREWARDS ADMINFEE         6.00         1.00         1.00           06/16/2017         Accusal-121A-TIMA         0		10952152	06/01/2017	UNITED SATISFACTION		57.69	000	6.83	84.52
OGF15Z017   GUEST SRVCS TRANSACTION   160.00   0.00   18.40		10952259 10952601	06/06/2017	WR GUEST SATISFACTION WR GUEST SATISFACTION		57.69 23.08	000	6.83 2.67	64.52 25.75
OK1952017   CLICAT STRVCS TRANSACTION   160.00   0.00   17.84		10953831	06/08/2017	GUEST SRVCS TRANSACTION		160.00	0.00	18.40	17B.40
06/16/2017         CUEST SATISFACTION         105.08         0.00         11.80           06/20/2017         GUEST SRVCS TRANSACTION         105.08         0.00         16.72           06/20/2017         CHARGE         CHARGE         11.54         0.00         1.20           06/20/2017         WYNINEWARDS BONUS         510.00         0.00         5.42           06/20/2017         WYNINEWARDS BONUS         70.50         0.00         7.81           06/20/2017         WYNINEWARDS ADMINFEE         1,708.84         0.00         7.81           06/20/2017         WYNINEWARDS ADMINFEE         1,708.84         0.00         190.54         1,7           06/20/2017         WATALLA ANDIA AN		10854332	06/15/2017	GUEST SRVCS TRANSACTION		160.00	0.00	17.84	177.84
CHARGE CH		10954689 10957845	06/15/2017	GUEST SATISFACTION GUEST SRVCS TRANSACTION		105.68	0.00	11.80	117.46
06/09/2017         GDS & INTERNET BKGS         510.00         0.00         58.42           06/22/2017         WYNNEWARDS BCANUS         10.00         0.00         1.10           06/22/2017         WYNNEWARDS SA         70.50         0.00         7.81           06/12/2017         WYNNEWARDS SA         5.05         0.00         7.81           06/20/2017         Accruel-1000A-ROYALTY FEE         5.00         190.54         1,70           2         06/20/2017         Accruel-121 A-TIMA         14.87         0.00         100.54         1,70           2         06/09/2017         TIA COMMISSIONS         7.14         0.00         0.00         0.02         1,70           2         06/09/2017         TIA COMMISSIONS         7.14         0.00         0.00         0.02         2.20           2         06/09/2017         TIA COMMISSIONS         2.00         0.00         0.00         0.02         0.00         0.00         0.00           2         06/09/2017         TIA COMMISSIONS         2.50         0.00         0.00         0.00         0.00         0.00           2         06/09/2017         TIA COMMISSIONS         0.00         0.00         0.00         0.00         0.00		10857891	7100/80/90	CHARGE WR GLIEST SATISFACTION		1	8	-	19 74
06/22/2017         WYNNEEWARDS BOANUS         10.00         0.00         1.10           06/22/2017         WYNNEEWARDS SS         70.50         0.00         7.81           06/22/2017         WYNNEEWARDS SS         5.05         0.00         7.81           06/20/2017         Accruel-1000A-ROYALTY FEE         1.708.64         0.00         190.54         1.70           2         06/30/2017         Accruel-121 A-TMA         1.487         0.00         108.50         1.70           2         06/30/2017         TA COMMISSIONS         7.14,87         0.00         0.22         1.70         1.70           22         06/30/2017         MEMBER BENEFIT COMM         SERVICE CHG         2.50         0.00         0.33           22         06/30/2017         TMC / CONSORTIA         Sub Total         4,742.82         0.00         531.44         5,		1724322	06/09/2017	GDS & INTERNET BKGS		510,00	000	58.42	588.42
08/13/2017         WYNREWARDS ADMINFEE         50.00         0.00         5.85           08/30/2017         Accruel-1000A-ROYALTY FEE         1,708.84         0.00         190.54           2         08/30/2017         Accruel-121 IA-TRMA         978.48         0.00         100.80           2         08/30/2017         7/4         0.00         1,70           22         08/08/2017         7/4         0.00         0.02           22         08/08/2017         TMC / CONSORTIA         250         0.00         0.30           23         08/08/2017         TMC / CONSORTIA         8ub Total:         4,742.82         0.00         531.44		27102198	06/22/2017	WYNREWARDS BONUS WYNREWARDS 5%		10.00 70.50	98	1.10	11,10
06/30/2017         Accusi-1000A-ROYALTY FEE         1,708.84         0,00         190.54           06/30/2017         Accusi-1211A-TIMA         978.48         0,00         108.90         108.90           06/30/2017         71A COMMISSIONS         7,14         0,00         0,82         1,70           06/30/2017         71A COMMISSIONS         29.02         0,00         0,82         2,34           06/30/2017         TMC / CONSORTIA         8ub Total:         4,742.82         0,00         531.44		31300653	06/13/2017	WYNREWARDS ADMINFEE		20.00	800	5.65	55.85
06/09/2017 TIA COMMISSIONS CHG CHG 7:10 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0		43892677	710202017	Accusi-1000A-ROYALTY FEE	• •	1,708.64	000	190.54	1,899.38
08/09/2017 TIA COMM SERVICE CHG 7:14 0:00 0.82 0.00 0.334 0.009/09/2017 NEMBER BENETT COMM 08/09/2017 TMC / CONSORTIA 8ub Total: 4,742.82 0.00 531,44 5,2		TA0724322		T/A COMMISSIONS		14.97	000	5.T	16.67
Sub Total: 4,742.82 0.00 531.44		TC0724322 TM0724322 TR0724322	08/09/2017 06/09/2017 06/09/2017	T/A COAM SERVICE CHG MEMBER BENEFIT COMM TMC / CONSORTIA		7.14 29.02 2.50	888	27 7 60	7.96 32.36 2.80
					Sub Total:	4,742.82	00.0	531.44	\$,274.26

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				Tax	Charges	
073312817 077182817 077227817 077227817 077372817 077312817 077182817	RETRAINFEE-JUL2017-0 GDS & INTERNET BKGS WYNREWARDS 5% WYNREWARDS BONUS WYNREWARDS ADMINFEE ACCUSE-12011A-TIMA TA COMMISSIONS MEMBER BENEFIT COMM	Sub Total:	250.00 154.70 175.18 10.00 1,990.73 1,137.56 4,50 4,50	000000000000000000000000000000000000000	22.14 14.71 16.31 0.85 4.87 181.12 108.20 0.43	272.14 166.41 19.49 10.86 54.97 2.161.85 1.246.76 4.93 4.93 4.137.43
08/31/2017 08/31/2017 08/31/2017	RETRAINFEE-AUG2017-0 Acctual-1000A-ROYALTY FEE Acctual-1211A-TIMA	Sub Total:	250.00 1562.65 802.94 2,705.59	0.00	18.26 125.79 71.87 215.92	268.26 1,688.44 964.81 2,921.51
08/30/2017 08/28/2017 08/28/2017 09/30/2017	RETRAINFEE-SEP2017-0 WR GUEST SATISFACTION GUEST SRVCS TRANSACTION CHARGE Accust-1000A-ROYALTY FEE Accust-1211A-TIMA	Sub Total:	250.00 57.69 160.00 1,211.49 692.28	000 000 000 000 000	14.51 3.40 9.44 70.35 45.34 152.04	284.51 61.09 168.44 1,290.84 737.62 2,523.50
10/31/2017 10/19/2017 10/19/2017 10/31/2017 10/31/2017	RETRAINFEE-OCT2017-0 WR GUEST SATISFACTION GUEST SKYCS TRANSACTION CHARGE TRAINING ACCESS FEE GLOBAL CONFERENCE Accrust-1000A-ROYALTY FEE Accrust-1211A-TIMA	Sub Total:	250.00 57.89 160.00 1,149.00 1,310.05 748.60 3,735.34	0000	. 10.63 2.79 7.78 3.81 0.00 05.51 37.42	280.63 60.48 167.78 1.149.00 1.375.56 786.22
11/30/2017 11/30/2017 11/30/2017 11/09/2017	RETRAINFEE-NOV2017-0 Acord - 1000-ACOVALTY FEE Acord - 121-1A-TIMA MEMBER BENEFIT COMM	Sub Total:	250.00 1,099.04 678.02 3.78 1,980.84	0000	6.88 38.47 21.97 0.14 67.48	256.88 1,137.51 849.89 3,92 2,048.30
12/34/2017 12/34/2017 12/34/2017	RETRAINFEE-DEC2017-0 Accust-1000A-ROYALTY FEE Accust-1211A-TIMA		250.00 1,208.27 890.44	0000	3.00 23.57 13.47 Page 4 of	253.00 1,231.84 703.81

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount	Finence Charges	Total
				Sub Total:	2,148.71	0.00	40.04	2,188.75
JAN-2018	104605 44056865 44072814 44072815	01/31/2018 01/31/2018 01/31/2018 01/31/2018	RETRAINFEE-JAN2018-0 5672A-MYREQUEST PLUS SUPPORT Accust-1000A-ROYALTY FEE Accust-1211A-TIMA	!	250.00 585.00 1,570.12 981.33	00000	0.00 2.28 5.28 3.93	250.00 567.28 1,578.40 985.26
				300 1 0CH:	3,366.45	0.00	1247	3,378.92
FEB-2018	104584 31428288 31438953 44083427 44089734	02/28/2018 02/28/2018 02/28/2018 02/28/2018 02/28/2018	RETRAINFEE-FEB2018-0 ANLA FEE Remedal Training 5672A-MYRECUEST PLUS SUPPORT Accrust-1000A-ROYALTY FEE Accrust-1211A-TIMA	Sub Total:	250.00 88.00 250.00 250.00 1,800.60 1,125.38 4,068.98	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	250.00 96.00 250.00 565.00 1,600.60 1,125.36 4,088.98
		!		Grand Total:	69,950.61	90.00	8,676.85	78,717.46

23)

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Requested By: Yelens Danishevsky

Please note the accrusis on your account are estimates.
 Make sure to promptly submit your actual gross room revenue and rooms soft.

### **DE-IDENTIFICATION PROCEDURES**

## You must complete each of the following immediately:

- 1. Remove, replace or cover with an opaque cover the primary Facility signage and all other exterior signage bearing the Travelodge Marks.
- 2. Remove all interior signage that contains Travelodge Marks.
- Change advertising billboards to remove Travelodge Marks, including any department of transportation or other highway signage.
- 4. Stop answering Facility telephone as a Travelodge facility.
- 5. Remove Travelodge name and Marks from any domain name, advertising and brochures.
- 6. Return to us or destroy all confidential operations and training manuals.
- 7. Remove the Travelodge name and Marks from the following items:
  - Guestroom supplies including door signage, ice buckets, cups etc.
  - Bathroom supplies including soap, shampoo, conditioner, etc.
  - Business cards and letterhead
  - · Registration cards, folios, guest receipts, including electronic copies
  - Guestroom keys
  - Uniforms and name badges
- 8. Paint over or remove any distinctive Travelodge trade dress, paint schemes or architectural features.
- Remove Travelodge name from the Facility's listing on TripAdvisor or any other online traveler review site.
- It is prohibited to re-name the Facility with a confusingly similar name or color scheme as a Travelodge facility.
- 11. We will visit the Facility at any time after 10 days after the Termination Date to verify that you have performed these de-identification obligations.

**UPS CampusShip** Page I of I

## Shipment Receipt

Transaction Date: 13 Mar 2018

**Tracking Number:** 

1Z22445X0295257783

ADDRESS INFORMATION

Ship To: Sonatura I I C Darshii Palel

15 Warrenoch CL, SIMPSWICK CA 315234137

Trirpi sona (404) 867-2979

Ship From: Wyndham I Intel Group - 77 Return Address:

Halla Darrahersky

Wyratham Haird Group - 27 Sylvan Livra Clarethevilly avria karrinaving 27 Sylvan Weg Fursipping NJ 07054 |deptemb/173-755-1736 timal elema Settlewskythogo omn

22 Spison Way Parappany N107054 Talephany,173-755-7236

## 2 PACKAGE INFORMATION

Ų	 			The state of the s	
ı	WEIGHT	DIMENSIONS / PACKAGING	DECLARED VALUE	REFERENCE NUMBERS	Ī
	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696	l

## 3 UPS SHIPPING SERVICE AND SHIPPING OPTIONS

Service:

ISS AND DAY AR

Guaranteed By:

Ind of Day Humday, Mar 15,7818

Shipping Fees Subtotal: Transportation

27.46 USD

**Fuel Surcharge** 

201941AD 1.47 UND

## (4) PAYMENT INFORMATION

Bill Shipping Charges to:

Shipper's Account 22445X

Shipping Charges:

A discount has been applied to the Dally rates for this shipment

**Negotiated Charges:** 

7.57 USD

Subtotal Shipping Charges:

**Total Charges:** 

7.92 USD 7.92 USD

Note: This document is not an invoice, Your final invoice may vary from the displayed reference rates.

https://www.campusship.ups.com/cship/create?ActionOriginPair=default PrintWindow...

For delivery and guarantee information, see the UPS Service Guide ({0}). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.